

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Rec	Nonrecurring		NRC Disconnect				OSS Rates(\$)			
											First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	
								ULC	UCT8B	54.82	255.67	255.67					20.35	10.54	13.32	13.32
								ULC	UCT3A	539.00	613.60	613.60					20.35	10.54	13.32	13.32
								ULC	UCT3B	92.37	255.67	255.67					20.35	10.54	13.32	13.32
								ULC	UCTCO	6.23	74.39	53.07	30.23	8.46			20.35	10.54	13.32	13.32
								UDN	ULCC1	8.46	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
								UDC	ULCCU	8.46	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
								UEA	ULCC2	2.32	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
								UEA	ULCCR	12.45	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
								UEA	ULCC4	7.53	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
								ULC	UCTTC	35.77	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
								UDL	ULCC7	11.03	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
								UDL	ULCC5	11.03	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
								UDL	ULCC6	11.03	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
UNE OTHER, PROVISIONING ONLY - NO RATE																				
								UENTW	UNDBX	0.00	0.00									
								UENTW	UENCE	0.00	0.00									
								UEANL,UEF,UEQ,UE NTW	UNECN	0.00	0.00									
UNE OTHER, PROVISIONING ONLY - NO RATE																				
								UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
								UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
								UEA,USL,UCL,UDL	USBFR	0.00	0.00									
								USL	CCOSF	0.00	0.00									
								USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																				
								UE3	1L5ND	9.19										
								UE3	UE3PX	374.24	595.37	304.50	234.83	170.16			36.84	36.84	19.01	19.01
								UDLSX	1L5ND	9.19										
								UDLSX	UDLS1	389.35	595.37	304.50	215.82	151.15			36.84	36.84	19.01	19.01
Note (1): Rates provided in TN for both electronic and manual Loop Makeup are interim and subject to retro-active true-up adjustments pending a permanent rate ruling on these rate elements from the TRA.																				
LOOP MAKE-UP																				
							R	UMK	UMKLW		0.76	0.76								
							R	UMK	UMKLP		0.76	0.76								
							R	UMK	PSUMK		0.76	0.76								
HIGH FREQUENCY SPECTRUM																				
LINE SHARING																				
SPLITTERS-CENTRAL OFFICE BASED																				
								ULS	ULSDA	100.00	150.00	0.00	0.00	0.00			20.35	10.54	13.32	13.32
								ULS	ULSDB	25.00	150.00	0.00	0.00	0.00			20.35	10.54	13.32	13.32
								ULS	ULSDG		163.06	0.00	92.71	0.00			20.35	10.54	13.32	13.32
END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																				
								ULS	ULSDC	0.61	40.00	31.39	0.00	0.00			20.35	10.54	13.32	13.32
								ULS	ULSDS		30.00	15.00					20.35	10.54	13.32	13.32
								ULS	ULSCS		30.00	15.00					20.35	10.54	13.32	13.32
							I	ULS	ULSCC	0.61	47.44	19.31	0.00	0.00			20.35	10.54	13.32	13.32
LINE SPLITTING																				
END USER ORDERING-CENTRAL OFFICE BASED																				
							I	UEPSR UEPSB	UREOS	0.61										
							I	UEPSR UEPSB	UREBP	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32
							I	UEPSR UEPSB	UREBV	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32

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CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

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						Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	8XX Access Ten Digit Screening, Per 8XX No. Established w POTS Translations			OHD	N8FTX		11.47	1.46	7.34	0.7602			20.35	20.35	13.28	13.28
	8XX Access Ten Digit Screening, Customized Area of Service Per 8XX No			OHD	N8FCX		4.47	2.24					20.35	20.35	13.28	13.28
	8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		5.23	3.00					20.35	20.35	13.28	13.28
	8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		5.97	0.76					20.35	20.35	13.28	13.28
	8XX Access Ten Digit Screening, Call Handling & Destination Features			OHD	N8FDX		4.47						20.35	20.35	13.28	13.28
LINE INFORMATION DATA BASE ACCESS (LIDB)																
	LIDB Common Transport Per Query			OQT		0.0000354										
	LIDB Validation Per Query			OQU		0.0117403										
	LIDB Originating Point Code Establishment or Change			OQT,OQU	NRPBX		49.03						20.35	20.35	13.28	13.28
SIGNALING (CCS7)																
	CCS7 Signaling Term, Per STP Port			UDB	PT8SX	138.41										
	CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000916										
	CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	17.84	130.84	130.84					20.35	20.35	13.32	13.32
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	17.84	130.84	130.84					20.35	20.35	13.32	13.32
	CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000373										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	352.30										
	Signaling Point Code, per Originating Point Code Establishment or Change, per STP			UDB	CCAPO		121.77	121.77					20.35	20.35	13.32	13.32
CALLING NAME (CNAM) SERVICE																
	CNAM for DB Owners, Per Query			OQV		0.0010541										
	CNAM for Non DB Owners, Per Query			OQV		0.0010541										
	CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)			OQV	CDDCH		595.00	595.00					20.35	20.35	13.28	13.28
OPERATOR CALL PROCESSING																
	Oper Call Processing-Oper Provided, Per Min-Using BST LIDB					1.08										
	Oper Call Processing-Oper Provided, Per Min-Using Foreign LIDB					1.13										
	Oper Call Processing-Fully Automated, per Call-Using BST LIDB					0.1010353										
	Oper Call Processing-Fully Automated, per Call-Using Foreign LIDB					0.122818										
INWARD OPERATOR SERVICES																
	Inward Operator Services-Verification, Per Min					1.03										
	Inward Operator Services-Verification & Emergency Interrupt-Per Min					1.03										
BRANDING - OPERATOR CALL PROCESSING																
	Facility based CLEC															
	Recording of Custom Branded OA Announcement				CBAOS		1,555.00	1,553.00	7.03	7.03			19.99	19.99	19.99	19.99
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN				CBAOL		240.71	240.71					19.99	19.99		
	UNEP CLEC															
	Recording of Custom Branded OA Announcement						1,555.00	1,555.00					19.99	19.99	19.99	19.99
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						240.71	240.71					19.99	19.99		
	Unbranding via OLNS for UNEP CLEC															
	Loading of OA per OCN (Regional)						1,200.00	1,200.00					19.99	19.99		
DIRECTORY ASSISTANCE SERVICES																
	DIRECTORY ASSISTANCE ACCESS SERVICE															
	Directory Assistance Access Service Calls, Charge Per Call					0.2286787										
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)															
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.0364771										
	NUMBER SERVICES INTERCEPT ACCESS SERVICE															
	No Services Intercept Per Query					0.017793										
	DIRECTORY TRANSPORT (DT)															
	DT-Local Channel DS1					40.99	277.35	233.26	33.18	22.30			20.35	10.54	13.32	1.40
	DT-DS1 Level Interoffice per mile					0.3562										
	DT-DS1 Level Interoffice per facility Term					77.86	112.40	76.27	19.55	14.99			20.35	10.54	13.32	1.40
	SWA Common Transport per Directory Assistance Access Service Per Call					0.000271										
	SWA Common Transport per Directory Assistance Access Service Per Call Per Mile					0.0000165										
	Access Tandem Switching Per Directory Assistance Access Service Per					0.0001875										
	DT-Directory Assistance Interconnection Per Directory Assistance Service Call					0.00										
	DT-Installation NRC, Per Trunk or Signaling Connection						204.62	4.43	136.09	4.43			20.35	10.54	13.32	1.40
	DT Local Channel DS1-Incremental Cost-Manual Svc Order vs Electronic						45.68	1.76	21.75	1.76						

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						Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	DT Interoffice DS1-Incremental Cost-Manual Svc Order vs Electronic						20.35	21.09	9.80	10.54						
DIRECTORY ASSISTANCE SERVICES																
	DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)															
	Directory Assistance Data Base Service Charge Per Listing					0.0485										
	Directory Assistance Data Base Service, per mo				DBSOF	104.13										
BRANDING - DIRECTORY ASSISTANCE																
	Facility Based CLEC															
	Recording & Provisioning of DA Custom Branded Announcement			AMT	CBADA	1,555.00	1,553.00	7.03	7.03			20.35	10.54	13.32		1.40
	Loading of Custom Branded Announcement per Switch			AMT	CBADC	240.71	240.71					20.35	10.54			
	UNEP CLEC															
	Recording of DA Custom Branded Announcement					1,555.00	1,553.00	7.03	7.03			20.35	10.54	13.32		1.40
	Loading of DA Custom Branded Announcement per Switch per OCN					240.71	240.71					20.35	10.54			
	Unbranding via OLNS for UNEP CLEC															
	Loading of DA per OCN (1 OCN per Order)					420.00	420.00					20.35	10.54			
	Loading of DA per Switch per OCN					16.00	16.00					20.35	10.54			
SELECTIVE ROUTING																
	Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR	179.60	179.60					20.35	20.35			
VIRTUAL COLLOCATION																
	Virtual Collocation-Application Cost			AMTFS	EAF	2,633.00	2,633.00					2.07	2.81	0.67		1.41
	Virtual Collocation-Cable Installation Cost, per cable			AMTFS	ESPCX	1,749.00	1,749.00					2.07	2.81	0.67		1.41
	Virtual Collocation-Floor Space, per sq. ft.			AMTFS	ESPVX	3.91										
	Virtual Collocation-Power, per fused amp			AMTFS	ESPAX	6.79										
	Virtual Collocation-Cable Support Structure, per entrance cable			AMTFS	ESPSX	17.87										
	Virtual Collocation-2W Cross Connects (loop)			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,AMTFS,UDL,UNCVX,UNCDX,UNCNX	UEAC2	0.57	11.62	9.90	10.38	8.66		2.07	2.81	0.67		1.41
	Virtual Collocation-4W Cross Connects (loop)			UEA,UHL,UCL,UDL,AMTFS,UAL,UDN,UNCVX,UNCDX	UEAC4	0.57	11.81	10.04	10.44	8.67		2.07	2.81	0.67		1.41
	Virtual Collocation-2-Fiber Cross Connects			AMTFS,UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC2F	3.03	41.56	29.82	12.96	10.34		2.69	2.69	1.56		1.56
	Virtual Collocation-4-Fiber Cross Connects			AMTFS,UDL12,UDLO3,U1T48,U1T12,U1T03,ULDO3,ULD12,ULD48,UDF	CNC4F	6.06	50.53	38.78	16.97	14.35		2.69	2.69	1.56		1.56
	Virtual collocation-Special Access & UNE, cross-connect per DS1			USL,ULC,AMTFS,ULR,UXTD1,UNC1X,ULDD1,U1TD1,USLEL,UNLD1	CNC1X	1.32	32.22	17.76	10.46	8.75		2.07	2.81	0.67		1.41
	Virtual collocation-Special Access & UNE, cross-connect per DS3			USL,ULC,AMTFS,UE3,U1TD3,UXTS1,UXTD3,UNC3X,UNC3X,U1LDD3,U1TS1,ULDS1,UDLSX,UNLD3	CND3X	12.32	29.97	16.30	12.03	8.99		2.07	2.81	0.67		1.41
	Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0031										
	Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0045										
	Virtual Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure,per cable			AMTFS	VE1CC		555.03					2.07	2.81	0.67		1.41
	Virtual Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		555.03					2.07	2.81	0.67		1.41
	Virtual Collocation Cable Records-per request			AMTFS	VE1BA		1,711.00									
	Virtual Collocation Cable Records-VG/DS0 Cable, per cable record			AMTFS	VE1BB		925.06									
	Virtual Collocation Cable Records-VG/DS0 Cable, per each 100 pr			AMTFS	VE1BC		18.05	18.05								
	Virtual Collocation Cable Records-DS1, per T1TIE			AMTFS	VE1BD		8.45	8.45								
	Virtual Collocation Cable Records-DS3, per T3TIE			AMTFS	VE1BE		29.57	29.57								
	Virtual Collocation Cable Records-Fiber Cable, per 99 fiber records			AMTFS	VE1BF		279.42	279.42								
	Virtual collocation-Security Escort-Basic, per half hour			AMTFS	SPTBX		33.15	20.44				2.07	2.81	0.67		1.41
	Virtual collocation-Security Escort-Overtime, per half hour			AMTFS	SPTOX		41.50	25.61				2.07	2.81	0.67		1.41

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						Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	First 2W VG Loop(SL2) in a DS1 Interofficed Transport Combination-Zone		2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	First 2W VG Loop(SL2) in a DS1 Interofficed Transport Combination-Zone		3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Interoffice Transport-Dedicated-DS1 combination-Per Mile per mo			UNC1X	1L5XX	0.3562										
	Interoffice Transport-Dedicated-DS1 combination-Facility Term per mo			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
	DS1 Channelization System Per mo			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
	VG COCI-DS1 To Ds0 Interface-Per mo			UNCVX	1D1VG	0.91	5.70	4.42								
	Each Add'l 2W VG Loop(SL 2) in the same DS1 Interoffice Transport Combination-Zone 1		1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Each Add'l 2W VG Loop(SL2) in the same DS1 Interoffice Transport Combination-Zone 2		2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Each Add'l 2W VG Loop(SL2) in the same DS1 Interoffice Transport Combination-Zone 3		3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	VG COCI-DS1 to DS0 Channel System combination-per mo			UNCVX	1D1VG	0.91	5.70	4.42								
	NRC Currently Combined Network Elements Switch-As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	First 4W Analog VG Loop in a DS1 Interoffice Transport Combination-Zone		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	First 4W Analog VG Loop in a DS1 Interoffice Transport Combination-Zone		2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	First 4W Analog VG Loop in a DS1 Interoffice Transport Combination-Zone		3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Interoffice Transport-Dedicated-DS1 combination-Per Mile Per mo			UNC1X	1L5XX	0.3562										
	Interoffice Transport-Dedicated-DS1-Facility Term Per mo			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
	Channelization-Channel System DS1 to DS0 combination Per mo			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
	VG COCI-DS1 to DS0 Channel System combination-per mo			UNCVX	1D1VG	0.91	5.70	4.42								
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Add'l 4W Analog VG Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	VG COCI-DS1 to DS0 Channel System combination-per mo			UNCVX	1D1VG	0.91	5.70	4.42								
	NRC Currently Combined Network Elements Switch-As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	First 4W 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	First 4W 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	First 4W 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Interoffice Transport-Dedicated-DS1 combination-Per Mile Per mo			UNC1X	1L5XX	0.3562										
	Interoffice Transport-Dedicated-DS1-combination Facility Term Per mo			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
	Channelization-Channel System DS1 to DS0 combination Per mo			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
	OCU-DP COCI (data)-DS1 to DS0 Channel System-per mo (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
	Add'l 4W 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Add'l 4W 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Add'l 4W 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	OCU-DP COCI (data)-DS1 to DS0 Channel System-combination per mo (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
	NRC Currently Combined Network Elements Switch-As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
											First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	
4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																			
	First 4W 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL64			31.10	108.76	35.47	72.94	10.86				20.35	21.09	9.80	10.54
	First 4W 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL64			40.61	108.76	35.47	72.94	10.86				20.35	21.09	9.80	10.54
	First 4W 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL64			53.11	108.76	35.47	72.94	10.86				20.35	21.09	9.80	10.54
	Interoffice Transport-Dedicated-DS1 combination-Per Mile Per mo			UNC1X	1L5XX			0.3562											
	Interoffice Transport-Dedicated-DS1 combination-Facility Term Per mo			UNC1X	U1TF1			77.86	171.24	113.12	70.07	30.90				20.35	21.09	9.80	10.54
	Channelization-Channel System DS1 to DS0 combination Per mo			UNC1X	MQ1			80.77	105.76	14.48	3.04	2.74				20.35	21.09	9.80	10.54
	OCU-DP COCI (data)-DS1 to DS0 Channel System combination-per mo (2.4-64kbs)			UNCDX	1D1DD			0.91	5.70	4.42									
	Add'l 4W 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 1		1	UNCDX	UDL64			31.10	108.76	35.47	72.94	10.86				20.35	21.09	9.80	10.54
	Add'l 4W 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 2		2	UNCDX	UDL64			40.61	108.76	35.47	72.94	10.86				20.35	21.09	9.80	10.54
	Add'l 4W 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination-Zone 3		3	UNCDX	UDL64			53.11	108.76	35.47	72.94	10.86				20.35	21.09	9.80	10.54
	OCU-DP COCI (data)-DS1 to DS0 Channel System combination-per mo (2.4-64kbs)			UNCDX	1D1DD			0.91	5.70	4.42									
	NRC Currently Combined Network Elements Switch-As-Is Charge			UNC1X	UNCCC				52.73	24.62	9.12	9.12				20.35	21.09	9.80	10.54
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																			
	4W DS1 Digital Loop in Combination w DS1 Interoffice Transport-Zone 1		1	UNC1X	USLXX			57.73	228.40	161.74	79.87	24.88				20.35	21.09	9.80	10.54
	4W DS1 Digital Loop in Combination w DS1 Interoffice Transport-Zone 2		2	UNC1X	USLXX			75.40	228.40	161.74	79.87	24.88				20.35	21.09	9.80	10.54
	4W DS1 Digital Loop in Combination w DS1 Interoffice Transport-Zone 3		3	UNC1X	USLXX			98.59	228.40	161.74	79.87	24.88				20.35	21.09	9.80	10.54
	Interoffice Transport-Dedicated-DS1 combination-Per Mile Per mo			UNC1X	1L5XX			0.3562											
	Interoffice Transport-Dedicated-DS1 combination-Facility Term Per mo			UNC1X	U1TF1			77.86	171.24	113.12	70.07	30.90				20.35	21.09	9.80	10.54
	NRC Currently Combined Network Elements Switch-As-Is Charge			UNC1X	UNCCC				52.73	24.62	9.12	9.12				20.35	21.09	9.80	10.54
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																			
	First DS1Loop in DS3 Interoffice Transport Combination-Zone 1		1	UNC1X	USLXX			57.73	228.40	161.74	79.87	24.88				20.35	21.09	9.80	10.54
	First DS1Loop in DS3 Interoffice Transport Combination-Zone 2		2	UNC1X	USLXX			75.40	228.40	161.74	79.87	24.88				20.35	21.09	9.80	10.54
	First DS1Loop in DS3 Interoffice Transport Combination-Zone 3		3	UNC1X	USLXX			98.59	228.40	161.74	79.87	24.88				20.35	21.09	9.80	10.54
	Interoffice Transport-Dedicated-DS3 combination-Per Mile Per mo			UNC3X	1L5XX			2.34											
	Interoffice Transport-Dedicated-DS3-Facility Term per mo			UNC3X	U1TF3			854.97	482.01	153.81	64.43	35.43				20.35	21.09	9.80	10.54
	DS3 to DS1 Channel System combination per mo			UNC3X	MQ3			222.98	156.02	49.41	17.12	6.77							
	DS3 Interface Unit (DS1 COCI) combination per mo			UNC1X	UC1D1			17.58	5.70	4.42									
	Add'l DS1Loop in DS3 Interoffice Transport Combination-Zone 1		1	UNC1X	USLXX			57.73	228.40	161.74	79.87	24.88				20.35	21.09	9.80	10.54
	Add'l DS1Loop in DS3 Interoffice Transport Combination-Zone 2		2	UNC1X	USLXX			75.40	228.40	161.74	79.87	24.88				20.35	21.09	9.80	10.54
	Add'l DS1Loop in DS3 Interoffice Transport Combination-Zone 3		3	UNC1X	USLXX			98.59	228.40	161.74	79.87	24.88				20.35	21.09	9.80	10.54
	DS3 Interface Unit (DS1 COCI) combination per mo			UNC1X	UC1D1			17.58	5.70	4.42									
	NRC Currently Combined Network Elements Switch-As-Is Charge			UNC3X	UNCCC				52.73	24.62	9.12	9.12				20.35	21.09	9.80	10.54
2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																			
	2WVG Loop used w 2W VG Interoffice Transport Combination-Zone 1		1	UNCVX	UEAL2			16.56	108.76	35.47	72.94	10.86				20.35	21.09	9.80	10.54
	2WVG Loop used w 2W VG Interoffice Transport Combination-Zone 2		2	UNCVX	UEAL2			21.63	108.76	35.47	72.94	10.86				20.35	21.09	9.80	10.54
	2WVG Loop used w 2W VG Interoffice Transport Combination-Zone 3		3	UNCVX	UEAL2			28.28	108.76	35.47	72.94	10.86				20.35	21.09	9.80	10.54
	Interoffice Transport-Dedicated-2W VG combination-Per Mile Per mo			UNCVX	1L5XX			0.0174											
	Interoffice Transport-Dedicated-2W VG combination-Facility Term per mo			UNCVX	U1TV2			21.79	79.83	44.08	69.32	31.00				20.35	21.09	9.80	10.54
	NRC Currently Combined Network Elements Switch-As-Is Charge			UNCVX	UNCCC				52.73	24.62	9.12	9.12				20.35	21.09	9.80	10.54
4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																			
	4WVG Loop used w 4W VG Interoffice Transport Combination-Zone 1		1	UNCVX	UEAL4			24.70	108.76	35.47	72.94	10.86				20.35	21.09	9.80	10.54
	4WVG Loop used w 4W VG Interoffice Transport Combination-Zone 2		2	UNCVX	UEAL4			32.26	108.76	35.47	72.94	10.86				20.35	21.09	9.80	10.54
	4WVG Loop used w 4W VG Interoffice Transport Combination-Zone 3		3	UNCVX	UEAL4			42.18	108.76	35.47	72.94	10.86				20.35	21.09	9.80	10.54
	Interoffice Transport-Dedicated-4W VG combination-Per Mile Per mo			UNCVX	1L5XX			0.0174											
	Interoffice Transport-Dedicated-4W VG combination-Facility Term per mo			UNCVX	U1TV4			27.30	79.83	44.08	69.32	31.00				20.35	21.09	9.80	10.54
	NRC Currently Combined Network Elements Switch-As-Is Charge			UNCVX	UNCCC				52.73	24.62	9.12	9.12				20.35	21.09	9.80	10.54
DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																			
	High Capacity Unbundled Local Loop-DS3 combination-Per Mile per mo			UNC3X	1L5ND			9.19											
	High Capacity Unbundled Local Loop-DS3 combination-Facility Term per			UNC3X	UE3PX			373.47	240.23	180.87	106.78	45.24				20.35	21.09	9.80	10.54
	Interoffice Transport-Dedicated-DS3-Per Mile per mo			UNC3X	1L5XX			2.34											
	Interoffice Transport-Dedicated-DS3 combination-Facility Term per per mo			UNC3X	U1TF3			854.97	482.01	153.81	64.43	35.43				20.35	21.09	9.80	10.54
	NRC Currently Combined Network Elements Switch-As-Is Charge			UNC3X	UNCCC				52.73	24.62	9.12	9.12				20.35	21.09	9.80	10.54
STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																			

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UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted per Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		NRC Disconnect				OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	
	Local Channel-Dedicated-4W VG Zone 3		3	UNCXV	ULDV4	31.05	108.76	35.47	72.94	10.86			20.35	21.09	9.80	
	Local Channel-Dedicated-DS1 per mo Zone 1		1	UNC1X	ULDF1	36.24	228.40	161.74	79.87	24.88			20.35	21.09	9.80	
	Local Channel-Dedicated-DS1 Per mo Zone 2		2	UNC1X	ULDF1	47.33	228.40	161.74	79.87	24.88			20.35	21.09	9.80	
	Local Channel-Dedicated-DS1-Per mo Zone 3		3	UNC1X	ULDF1	61.89	228.40	161.74	79.87	24.88			20.35	21.09	9.80	
	Local Channel-Dedicated-DS3-Per Mile per mo			UNC3X	1L5NC	7.15										
	Local Channel-Dedicated-DS3-Facility Term			UNC3X	ULDF3	611.30	595.37	304.50	215.82	151.15			20.35	21.09	10.54	
	Local Channel-Dedicated-STS-1-Per Mile per mo			UNC3X	1L5NC	7.15										
	Local Channel-Dedicated-STS-1-Facility Term			UNC3X	ULDFS	599.59	588.07	297.20	215.82	151.15			20.35	21.09	10.54	
MULTIPLEXERS																
	Channelization-DS1 to DS0 Channel System			UXTD1	MQ1	80.77	141.67	77.11	14.51	13.46			20.35	9.80	1.18	
	OCU-DP COCI (data)-DS1 to DS0 Channel System-per mo (2.4-64kbs)			UDL	1D1DD	1.82	6.07	4.66					20.35	9.80	1.18	
	2W ISDN COCI (BRITE)-DS1 to DS0 Channel System-per mo			UDN	UC1CA	3.10	6.07	4.66					20.35	9.80	1.18	
	VG COCI-DS1 to DS0 Channel System-per mo			UEA	1D1VG	0.91	6.07	4.66					20.35	9.80	1.18	
	DS3 to DS1 Channel System per mo			UXTD3	MQ3	222.98	308.03	108.47	44.47	42.62			20.35	9.80	1.18	
	STS1 to DS1 Channel System per mo			UXTS1	MQ3	222.98	308.03	108.47	44.47	42.62			20.35	21.09	9.80	
	DS3 Interface Unit (DS1 COCI) used w Loop per mo			USL	UC1D1	17.58	6.07	4.66					20.35	9.80	1.18	
	DS3 Interface Unit (DS1 COCI) used w Local Channel per mo			ULDD1	UC1D1		6.07	4.66					20.35	9.80	1.18	
Sub-Loop Feeder																
	Unbundled Sub-Loop Feeder Loop, 4W DS1-Zone 1		1	UNC1X	USBFG	39.74	116.00	40.62	106.82	18.91						
	Unbundled Sub-Loop Feeder Loop, 4W DS1-Zone 2		2	UNC1X	USBFG	51.90	116.00	40.62	106.82	18.91						
	Unbundled Sub-Loop Feeder Loop, 4W DS1-Zone 3		3	UNC1X	USBFG	67.86	116.00	40.62	106.82	18.91						
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
Exchange Ports																
NOTE: Although the Port Rate includes all available features in TN, the desired features will need to be ordered using retail USOCs																
2-WIRE VOICE GRADE LINE PORT RATES (RES)																
	Exchange Ports-2W Analog Line Port-Res.			UEPSR	UEPRL	1.89	9.93	9.19	3.66	2.92			20.35	10.54	1.40	
	Exchange Ports-2W Analog Line Port w Caller ID-Res.			UEPSR	UEPRC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	1.40	
	Exchange Ports-2W Analog Line Port outgoing only-Res.			UEPSR	UEPRO	1.89	9.93	9.19	3.66	2.92			20.35	10.54	1.40	
	Exchange Ports-2W VG unbundled TN extended local dialing parity Port w Caller ID-Res.			UEPSR	UEPAQ	1.89	9.93	9.19	3.66	2.92			20.35	10.54	1.40	
	Exchange Ports-2W VG unbundled TN Area Plus w Caller ID-Res (AC7)			UEPSR	UEPAH	1.89	9.93	9.19	3.66	2.92			20.35	10.54	1.40	
	Exchange Ports-2W VG unbundled TN Area Calling port w Caller ID-Res (F2R)			UEPSR	UEPAK	1.89	9.93	9.19	3.66	2.92			20.35	10.54	1.40	
	Exchange Ports-2W VG unbundled TN Area Calling port w Caller ID-Res (TACER)			UEPSR	UEPAL	1.89	9.93	9.19	3.66	2.92			20.35	10.54	1.40	
	Exchange Ports-2W VG unbundled TN Area Calling port w Caller ID-Res (TACSR)			UEPSR	UEPAM	1.89	9.93	9.19	3.66	2.92			20.35	10.54	1.40	
	Exchange Ports-2W VG unbundled TN Area Calling port w Caller ID-Res (1MF2X)			UEPSR	UEPAN	1.89	9.93	9.19	3.66	2.92			20.35	10.54	1.40	
	Exchange Ports-2W VG unbundled TN Area Calling port w Caller ID-Res (2MR)			UEPSR	UEPAO	1.89	9.93	9.19	3.66	2.92			20.35	10.54	1.40	
	Exchange Ports-2W VG unbundled res, low usage line port w Caller ID			UEPSR	UEPAP	1.89	9.93	9.19	3.66	2.92			20.35	10.54	1.40	
	Exchange Port-2W VG TN Residence Dialing Plan w/o Caller ID			UEPSR	UEPWN	1.89	9.93	9.19	3.66	2.92			20.35	10.54	1.40	
	Exchange Port-2W VG TN Residence Area Plus w/o Caller ID			UEPSR	UEPRR	1.89	9.93	9.19	3.66	2.92			20.35	10.54	1.40	
	2W voice unbundled Low Usage Line Port w/o Caller ID Capability			UEPSR	UEPRT	1.89	9.93	9.19	3.66	2.92			20.35	10.54	1.40	
	Subsqnt Activity			UEPSR	USASC	0.00	0.00	0.00					20.35	10.54	1.40	
FEATURES																
	All Available Vertical Features			UEPSR	UEPVF	0.00	0.00	0.00					20.35	10.54	1.40	
2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
	Exchange Ports-2W Analog Line Port w/o Caller ID-Bus			UEPSB	UEPBL	1.89	9.93	9.19	3.66	2.92			20.35	10.54	1.40	
	Exchange Ports-2W VG unbundled Line Port w unbundled port w Caller+E484 ID-Bus.			UEPSB	UEPBC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	1.40	
	Exchange Ports-2W Analog Line Port outgoing only-Bus.			UEPSB	UEPBO	1.89	9.93	9.19	3.66	2.92			20.35	10.54	1.40	
	Exchange Ports-2W VG unbundled TN extended local dialing parity Port w Caller ID-Bus.			UEPSB	UEPAV	1.89	9.93	9.19	3.66	2.92			20.35	10.54	1.40	
	Exchange Ports-2W VG unbundled incoming only port w Caller ID-Bus			UEPSB	UEPB1	1.89	9.93	9.19	3.66	2.92			20.35	10.54	1.40	
	Exchange Ports-2W VG unbundled TN Bus 2Way Area Calling Port Economy Option-Bus (TACC1)			UEPSB	UEPAC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	1.40	
	Exchange Ports-2W VG unbundled TN Bus 2Way Area Calling Port Standard Option-Bus (TACC2)			UEPSB	UEPAD	1.89	9.93	9.19	3.66	2.92			20.35	10.54	1.40	
	Exchange Ports-2W VG unbundled TN Bus 2Way Collierville & Memphis Local Calling Port-Bus (B2F)			UEPSB	UEPAE	1.89	9.93	9.19	3.66	2.92			20.35	10.54	1.40	

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports-2W VG unbundled TN Bus 2Way Collierville & Memphis Local Calling Port			UEPSB	UEPB2	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Exchange Ports-2W VG unbundled TN, Business Line Inward, Collierville & Memphis Local Calling Plan			UEPSB	UEPB3	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Exchange Ports-2W Voice TN Business Dialing Plan w/o Caller ID			UEPSB	UEPWO	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	2W voice unbundled Incoming Only Port w/o Caller ID Capability			UEPSB	UEPBE	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Subsqnt Activity			UEPSB	USASC	0.00	0.00	0.00					20.35	10.54	13.32
FEATURES															
	All Available Vertical Features			UEPSB	UEPVF	0.00	0.00	0.00					20.35	10.54	13.32
EXCHANGE PORT RATES (DID & PBX)															
	2W VG Unbundled 2Way PBX Trunk-Res			UEPSE	UEPRD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	2W VG Line Side Unbundled 2Way PBX Trunk-Bus			UEPSP	UEPPC	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	2W VG Line Side Unbundled Outward PBX Trunk-Bus			UEPSP	UEPPO	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	2W VG Line Side Unbundled Incoming PBX Trunk-Bus			UEPSP	UEPP1	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	2W Analog Long Distance Terminal PBX Trunk-Bus			UEPSP	UEPLD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	2W Analog TN 2Way Calling Plan PBX Trunk-Bus			UEPSP	UEPT2	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	2W TN Outward Calling Plan PBX Trunk-Bus			UEPSP	UEPT0	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	2W Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	2W Voice Unbundled 2Way PBX TN Calling Port			UEPSP	UEPT2	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	2W Voice Unbundled 1-Way Outgoing PBX TN Calling Port			UEPSP	UEPT0	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	2W Vice Unbundled 2Way PBX Usage Port			UEPSP	UEPXA	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	2W Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	2W Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	2W Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	2W Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	2W Voice Unbundled 2Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	2W Voice Unbundled 2Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	2W Voice Unbundled 1-Way Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPSP	UEPXN	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	2W Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Unbundled Exchange Ports, PBX Trunk Combination, Collierville & Memphis Local Calling Plan			UEPSP	UEPA6	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Unbundled Exchange Ports, PBX Trunk Combination, first trunk, Collierville & Memphis Local Calling Plan			UEPSP	UEPA7	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	2W Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	2W Voice Unbundled PBX Collierville & Memphis Calling Port			UEPSP	UEPXU	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	2W Voice Unbundled 2Way PBX TN RegionServ Calling Port			UEPSP	UEPXV	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Subsqnt Activity			UEPSP	USASC	0.00	0.00	0.00					20.35	10.54	13.32
FEATURES															
	All Available Vertical Features			UEPSP	UEPSE	0.00	0.00	0.00					20.35	10.54	13.32
EXCHANGE PORT RATES (COIN)															
	Exchange Ports-Coin Port					2.11	9.93	9.19	3.66	2.92			20.35	10.54	13.32
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2W ISDN ports.															
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/NBR Process. Rates for the packet capabilities will be determined via the BFR/NBR Process.															
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)															
EXCHANGE PORT RATES															
	Exchange Ports-2W DID Port			UEPEX	UEPP2	8.97	47.75	47.01	9.21	8.47			20.35	10.54	13.32
	Exchange Ports-DDITS Port-4W DS1 Port w DID capability			UEPDD	UEPDD	35.74	75.93	38.15	8.77	8.04			20.35	10.54	13.32
	Exchange Ports-2W ISDN Port (See Notes below.)			UEPTX	UEPSX	16.26	30.23	29.49	4.10	4.10			20.35	10.54	13.32
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2W ISDN ports.															
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/NBR Process. Rates for the packet capabilities will be determined via the BFR/NBR Process.															
	Exchange Ports-2W ISDN Port--Channel Profiles			UEPTX	UEPSX	0.00	0.00	0.00					20.35	10.54	13.32
	Exchange Ports-4W ISDN DS1 Port			UEPEX	UEPEX	75.04	148.66	147.18	38.46	36.98			20.35	10.54	13.32
UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY															
UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE															
	Unbundled Remote Call Forwarding Service, Area Calling, Res			UEPVR	UERAC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Unbundled Remote Call Forwarding Service, Local Calling-Res			UEPVR	UERLC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Unbundled Remote Call Forwarding Service, InterLATA-Res			UEPVR	UERTE	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32
	Unbundled Remote Call Forwarding Service, IntraLATA-Res			UEPVR	UERTR	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
								Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Non-Recurring																	
	Unbundled Remote Call Forwarding Service-Conversion-Switch-as-is						UEPVR	USAC2	1.03	0.29					20.35	10.54	13.32	1.40
	Unbundled Remote Call Forwarding Service-Conversion w allowed change (PIC & LPIC)						UEPVR	USACC	1.03	0.29								
	UNBUNDLED REMOTE CALL FORWARDING - Bus																	
	Unbundled Remote Call Forwarding Service, Area Calling-Bus						UEPVB	UERAC	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
	Unbundled Remote Call Forwarding Service, Local Calling-Bus						UEPVB	UERLC	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
	Unbundled Remote Call Forwarding Service, InterLATA-Bus						UEPVB	UERTE	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
	Unbundled Remote Call Forwarding Service, IntraLATA-Bus						UEPVB	UERTR	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
	Unbundled Remote Call Forwarding Service Expanded & Exception Local Calling						UEPVB	UERVJ	1.89	9.93	9.19	3.66	2.92		20.35	10.54	13.32	1.40
	Non-Recurring																	
	Unbundled Remote Call Forwarding Service-Conversion-Switch-as-is						UEPVB	USAC2	1.03	0.29					20.35	10.54	13.32	1.40
	Unbundled Remote Call Forwarding Service-Conversion w allowed change (PIC & LPIC)						UEPVB	USACC	1.03	0.29								
UNBUNDLED LOCAL SWITCHING, PORT USAGE																		
	End Office Switching (Port Usage)																	
	End Office Switching Function, Per MOU								0.0008041									
	Tandem Switching (Port Usage) (Local or Access Tandem)																	
	Tandem Switching Function Per MOU								0.0009778									
	Common Transport																	
	Common Transport-Per Mile, Per MOU								0.0000064									
	Common Transport-Facilities Term Per MOU								0.0003871									
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																		
Cost Based Rates are applied where BellSouth is required by FCC and/or Commission rule to provide Unbundled Local Switching or Switch Ports.																		
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																		
End Office & Tandem Switching Usage & Common Transport Usage rates in the Port section of this exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																		
The first & additional Port NRC charges apply to Not Currently Combined Combos. For Currently Combined Combos the NRC charges shall be those identified in the NRC - Currently Combined sections.																		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																		
	UNE Port/Loop Combination Rates																	
	2W VG Loop/Port Combo-Zone 1				1				14.18									
	2W VG Loop/Port Combo-Zone 2				2				18.01									
	2W VG Loop/Port Combo-Zone 3				3				23.02									
	UNE Loop Rates																	
	2W VG Loop (SL1)-Zone 1				1	UEPRX	UEPLX		12.48									
	2W VG Loop (SL1)-Zone 2				2	UEPRX	UEPLX		16.31									
	2W VG Loop (SL1)-Zone 3				3	UEPRX	UEPLX		21.32									
	2-Wire Voice Grade Line Port Rates (Res)																	
	2W voice unbundled port-residence						UEPRX	UEPRL	1.70	22.14	15.25	8.45	3.91		15.69			
	2W voice unbundled port w Caller ID-res						UEPRX	UEPRC	1.70	22.14	15.25	8.45	3.91		15.69			
	2W voice unbundled port outgoing only-res						UEPRX	UEPRO	1.70	22.14	15.25	8.45	3.91		15.69			
	2W VG unbundled TN extended local dialing parity port w Caller ID-res						UEPRX	UEPAQ	1.70	22.14	15.25	8.45	3.91		15.69			
	2W voice unbundled TN Area Plus w Caller ID-res (AC7)						UEPRX	UEPAH	1.70	22.14	15.25	8.45	3.91		15.69			
	2W voice unbundled TN Area Calling port w Caller ID-res (F2R)						UEPRX	UEPAK	1.70	22.14	15.25	8.45	3.91		15.69			
	2W voice unbundled TN Area Calling port w Caller ID-res (TACER)						UEPRX	UEPAL	1.70	22.14	15.25	8.45	3.91		15.69			
	2W voice unbundled TN Area Calling port w Caller ID-res (TACSR)						UEPRX	UEPAM	1.70	22.14	15.25	8.45	3.91		15.69			
	2W voice unbundled TN Area Calling port w Caller ID-res (1MF2X)						UEPRX	UEPAN	1.70	22.14	15.25	8.45	3.91		15.69			
	2W voice unbundled TN Area Calling port w Caller ID-res (2MR)						UEPRX	UEPAO	1.70	22.14	15.25	8.45	3.91		15.69			
	2W voice unbundles res, low usage line port w Caller ID (LUM)						UEPRX	UEPAP	1.70	22.14	15.25	8.45	3.91		15.69			
	2W Voice Unbundled TN Residence Dialing Plan w/o Caller ID						UEPRX	UEPWN	1.70	22.14	15.25	8.45	3.91		15.69			
	2W voice unbundled TN Area Plus Port w/o Caller ID Capability						UEPRX	UEPRR	1.70	22.14	15.25	8.45	3.91		15.69			
	2W voice unbundled Low Usage Line Port w/o Caller ID Capability						UEPRX	UEPRT	1.70	22.14	15.25	8.45	3.91		15.69			
FEATURES																		
	All Features Offered						UEPRX	UEPVF	0.00	0.00	0.00			15.69				
LOCAL NUMBER PORTABILITY																		
	Local No Portability (1 per port)						UEPRX	LNPCX	0.35									
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																		
	2W VG Loop/Line Port Combination-Conversion-Switch-as-is						UEPRX	USAC2	1.03	0.29				15.69				
	2W VG Loop/Line Port Combination-Conversion-Switch w change						UEPRX	USACC	1.03	0.29				15.69				
	2W VG Loop/Line Port Combination-Conversion-Subsqnt Database Update								0.76					15.69				
ADDITIONAL NRCs																		
	2W VG Loop/Line Port Combination-Subsqnt Activity						UEPRX	USAS2	0.00	0.00	0.00			15.69				

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted per Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)														
	UNE Port/Loop Combination Rates														
	2W VG Loop/Port Combo-Zone 1		1			14.18									
	2W VG Loop/Port Combo-Zone 2		2			18.01									
	2W VG Loop/Port Combo-Zone 3		3			23.02									
	UNE Loop Rates														
	2W VG Loop (SL1)-Zone 1		1	UEPBX	UEPLX	12.48									
	2W VG Loop (SL1)-Zone 2		2	UEPBX	UEPLX	16.31									
	2W VG Loop (SL1)-Zone 3		3	UEPBX	UEPLX	21.32									
	2-Wire Voice Grade Line Port (Bus)														
	2W voice unbundled port w/o Caller ID-bus			UEPBX	UEPBL	1.70	22.14	15.25	8.45	3.91		15.69			
	2W voice unbundled port w Caller + E484 ID-bus			UEPBX	UEPBC	1.70	22.14	15.25	8.45	3.91		15.69			
	2W voice unbundled port outgoing only-bus			UEPBX	UEPBO	1.70	22.14	15.25	8.45	3.91		15.69			
	2W VG unbundled TN extended local dialing parity port w Caller ID-bus			UEPBX	UEPAV	1.70	22.14	15.25	8.45	3.91		15.69			
	2W voice unbundled incoming only port w Caller ID-Bus			UEPBX	UEPB1	1.70	22.14	15.25	8.45	3.91		15.69			
	2W voice unbundled TN Bus 2Way Area Calling Port Economy Option (TACC1)			UEPBX	UEPAC	1.70	22.14	15.25	8.45	3.91		15.69			
	2W voice unbundled TN Bus 2Way Area Calling Port Standard Option (TACC2)			UEPBX	UEPAD	1.70	22.14	15.25	8.45	3.91		15.69			
	2W voice unbundled TN Bus 2Way Collierville & Memphis Local Calling Port (B2F)			UEPBX	UEPAE	1.70	22.14	15.25	8.45	3.91		15.69			
	2W Voice Unbundled TN Business Dialing Plan w/o Caller ID			UEPBX	UEPWO	1.70	22.14	15.25	8.45	3.91		15.69			
	TN Inward Collierville & Memphis Local Calling Plan (BUS)			UEPBX	UEPB2	1.70	22.14	15.25	8.45	3.91		15.69			
	TN 2Way Collierville & Memphis Local Calling Plan (BUS)			UEPBX	UEPB3	1.70	22.14	15.25	8.45	3.91		15.69			
	2W voice unbundled Incoming Only Port w/o Caller ID Capability			UEPBX	UEPBE	1.70	22.14	15.25	8.45	3.91		15.69			
	LOCAL NUMBER PORTABILITY														
	Local No Portability (1 per port)			UEPBX	LNPCX	0.35									
	FEATURES														
	All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00				15.69			
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
	2W VG Loop/Line Port Combination-Conversion-Switch-as-is			UEPBX	USAC2		1.03	0.29				15.69			
	2W VG Loop/Line Port Combination-Conversion-Switch w change			UEPBX	USACC		1.03	0.29				15.69			
	2W VG Loop/Line Port Combination-Conversion-Subsqnt Database Update						0.76					15.69			
	ADDITIONAL NRCs														
	2W VG Loop/Line Port Combination-Subsqnt Activity			UEPBX	USAS2	0.00	0.00	0.00				15.69			
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)														
	UNE Port/Loop Combination Rates														
	2W VG Loop/Port Combo-Zone 1		1			14.18									
	2W VG Loop/Port Combo-Zone 2		2			18.01									
	2W VG Loop/Port Combo-Zone 3		3			23.02									
	2W VG Loop (SL 1)-Zone 1		1	UEPRG	UEPLX	12.48									
	2W VG Loop (SL 1)-Zone 2		2	UEPRG	UEPLX	16.31									
	2W VG Loop (SL 1)-Zone 3		3	UEPRG	UEPLX	21.32									
	2-Wire Voice Grade Line Port Rates (RES - PBX)														
	2W VG Unbundled Combination 2Way PBX Trunk Port-Res			UEPRG	UEPRD	1.70	22.14	15.25	8.45	3.91		15.69			
	LOCAL NUMBER PORTABILITY														
	Local No Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00				15.69			
	FEATURES														
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00				15.69			

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)			
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2W VG Loop/Line Port Combination (PBX)-Conversion-Switch-As-Is						UEPRG	USAC2	1.03	0.29				15.69		
	2W VG Loop/Line Port Combination (PBX)-Conversion-Switch w Change						UEPRG	USACC	1.03	0.29				15.69		
	2W VG Loop/Line Port Combination-Conversion-Subsqnt Database Update								0.76					15.69		
	ADDITIONAL NRCs															
	2W VG Loop/Line Port Combination (PBX)-Subsqnt Activity						UEPRG	USAS2	0.00	0.00	0.00			15.69		
	PBX Subsqnt Activity-Change/Rearrange Multiline Hunt Group								14.64	14.64				15.69		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
	UNE Port/Loop Combination Rates															
	2W VG Loop/Port Combo-Zone 1				1				14.18							
	2W VG Loop/Port Combo-Zone 2				2				18.01							
	2W VG Loop/Port Combo-Zone 3				3				23.02							
	UNE Loop Rates															
	2W VG Loop (SL 1)-Zone 1				1		UEPPX	UEPLX	12.48							
	2W VG Loop (SL 1)-Zone 2				2		UEPPX	UEPLX	16.31							
	2W VG Loop (SL 1)-Zone 3				3		UEPPX	UEPLX	21.32							
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Unbundled Combination 2Way PBX Trunk Port-Bus						UEPPX	UEPPC	1.70	22.14	15.25	8.45	3.91		15.69	
	Line Side Unbundled Outward PBX Trunk Port-Bus						UEPPX	UEPPO	1.70	22.14	15.25	8.45	3.91		15.69	
	Line Side Unbundled Incoming PBX Trunk Port-Bus						UEPPX	UEPP1	1.70	22.14	15.25	8.45	3.91		15.69	
	2W Voice Unbundled PBX LD Terminal Ports						UEPPX	UEPLD	1.70	22.14	15.25	8.45	3.91		15.69	
	2W Voice Unbundled 2Way Combination PBX TN Calling Port						UEPPX	UEPT2	1.70	22.14	15.25	8.45	3.91		15.69	
	2W Voice Unbundled 1-Way Outgoing PBX TN Calling Port						UEPPX	UEPTO	1.70	22.14	15.25	8.45	3.91		15.69	
	2W Voice Unbundled 2Way Combination PBX Usage Port						UEPPX	UEPXA	1.70	22.14	15.25	8.45	3.91		15.69	
	2W Voice Unbundled PBX Toll Terminal Hotel Ports						UEPPX	UEPXB	1.70	22.14	15.25	8.45	3.91		15.69	
	2W Voice Unbundled PBX LD DDD Terminals Port						UEPPX	UEPXC	1.70	22.14	15.25	8.45	3.91		15.69	
	2W Voice Unbundled PBX LD Terminal Switchboard Port						UEPPX	UEPXD	1.70	22.14	15.25	8.45	3.91		15.69	
	2W Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port						UEPPX	UEPXE	1.70	22.14	15.25	8.45	3.91		15.69	
	2W Voice Unbundled 2Way PBX Hotel/Hospital Economy Administrative Calling Port						UEPPX	UEPXL	1.70	22.14	15.25	8.45	3.91		15.69	
	2W Voice Unbundled 2Way PBX Hotel/Hospital Economy Room Calling Port						UEPPX	UEPXM	1.70	22.14	15.25	8.45	3.91		15.69	
	2W Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port						UEPPX	UEPXN	1.70	22.14	15.25	8.45	3.91		15.69	
	2W Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port						UEPPX	UEPXO	1.70	22.14	15.25	8.45	3.91		15.69	
	2W Voice Unbundled 1-Way Outgoing PBX Measured Port						UEPPX	UEPXS	1.70	22.14	15.25	8.45	3.91		15.69	
	2W Voice Unbundled PBX Collierville & Memphis Calling Port						UEPPX	UEPXU	1.70	22.14	15.25	8.45	3.91		15.69	
	2W Voice Unbundled 2Way PBX TN RegionServ Calling Port						UEPPX	UEPXV	1.70	22.14	15.25	8.45	3.91		15.69	
	PBX 2Way Combo Each Add'l Trunk Collierville & Memphis Local Calling Plan						UEPPX	UEPA6	1.70	22.14	15.25	8.45	3.91		15.69	
	PBX 2Way Combo First Trunk Collierville & Memphis Local Calling Plan						UEPPX	UEPA7	1.70	22.14	15.25	8.45	3.91		15.69	
	LOCAL NUMBER PORTABILITY															
	Local No Portability (1 per port)						UEPPX	LNPCP	3.15	0.00	0.00				15.69	
	FEATURES															
	All Features Offered						UEPPX	UEPVF	0.00	0.00	0.00				15.69	
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2W VG Loop/Line Port Combination (PBX)-Conversion-Switch-As-Is						UEPPX	USAC2	1.03	0.29				15.69		
	2W VG Loop/Line Port Combination (PBX)-Conversion-Switch w Change						UEPPX	USACC	1.03	0.29				15.69		
	2W VG Loop/Line Port Combination-Conversion-Subsqnt Database Update								0.76					15.69		
	ADDITIONAL NRCs															
	2W VG Loop/Line Port Combination (PBX)-Subsqnt Activity						UEPPX	USAS2	0.00	0.00	0.00			15.69		
	PBX Subsqnt Activity-Change/Rearrange Multiline Hunt Group								14.64	14.64				15.69		
	UNE Port/Loop Combination Rates															
	2W VG Coin Port/Loop Combo – Zone 1				1				14.18							
	2W VG Coin Port/Loop Combo – Zone 2				2				18.01							
	2W VG Coin Port/Loop Combo – Zone 3				3				23.02							
	UNE Loop Rates															
	2W VG Loop (SL1)-Zone 1				1		UEPCO	UEPLX	12.48							
	2W VG Loop (SL1)-Zone 2				2		UEPCO	UEPLX	16.31							

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2W VG Loop (SL1)-Zone 3		3	UEPCO	UEPLX	21.32										
	2-Wire Voice Grade Line Ports (COIN)															
	2W Coin 2Way w/o Operator Screening & w/o Blocking (TN)			UEPCO	UEPTB	1.70	22.14	15.25	8.45	3.91		15.69				
	2W Coin 2Way w Oper Screening & Blocking: 011, 900/976, 1+DDD			UEPCO	UEPRP	1.70	22.14	15.25	8.45	3.91		15.69				
	2W Coin 2Way w Operator Screening & 011 Blocking (TN)			UEPCO	UEPTA	1.70	22.14	15.25	8.45	3.91		15.69				
	2W Coin 2Way w Oper Screening: 900 Blocking: 900/976, 1+DDD, 011+, & Local			UEPCO	UEPCA	1.70	22.14	15.25	8.45	3.91		15.69				
	2W Coin Outward w Operator Screening & 011 Blocking			UEPCO	UEPTC	1.70	22.14	15.25	8.45	3.91		15.69				
	2W Coin Outward w Operator Screening & Blocking: 900/976, 1+DDD, 011+, & Local			UEPCO	UEPOT	1.70	22.14	15.25	8.45	3.91		15.69				
	2W 2Way Smartline w 900/976			UEPCO	UEPCK	1.88						15.69				
	2W Coin Outward Smartline w 900/976			UEPCO	UEPCR	1.88						15.69				
	ADDITIONAL UNE COIN PORT/LOOP (RC)															
	UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	3.45	0.00	0.00				15.69				
	Local No Portability (1 per port)			UEPCO	LNPCX	0.35										
	2W VG Loop/Line Port Combination-Conversion-Switch-as-is			UEPCO	USAC2		1.03	0.29				15.69				
	2W VG Loop/Line Port Combination-Conversion-Switch w change			UEPCO	USACC		1.03	0.29				15.69				
	2W VG Loop/Line Port Combination-Subsqt Activity			UEPCO	USAS2	0.00	0.00	0.00				15.69				
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2W VG Loop/IO Tranport/Port Combo-Zone 1		1			18.45										
	2W VG Loop/IO Tranport/Port Combo-Zone 2		2			23.52										
	2W VG Loop/IO Tranport/Port Combo-Zone 3		3			30.17										
	UNE Loop Rates															
	2W VG Loop (SL2)-Zone 1		1	UEPFR	UECF2	16.56										
	2W VG Loop (SL2)-Zone 2		2	UEPFR	UECF2	21.63										
	2W VG Loop (SL2)-Zone 3		3	UEPFR	UECF2	28.28										
	2-Wire Voice Grade Line Port Rates (Res)															
	2W voice unbundled port-residence			UEPFR	UEPRL	1.89	84.99	57.39	32.36	20.56		15.69				
	2W voice unbundled port w Caller ID-res			UEPFR	UEPRC	1.89	84.99	57.39	32.36	20.56		15.69				
	2W voice unbundled port outgoing only-res			UEPFR	UEPRO	1.89	84.99	57.39	32.36	20.56		15.69				
	2W VG unbundled TN extended local dialing parity port w Caller ID-res			UEPFR	UEPAQ	1.89	84.99	57.39	32.36	20.56		15.69				
	2W voice unbundled TN Area Plus w Caller ID-res (AC7)			UEPFR	UEPAH	1.89	84.99	57.39	32.36	20.56		15.69				
	2W voice unbundled TN Area Calling port w Caller ID-res (F2R)			UEPFR	UEPAK	1.89	84.99	57.39	32.36	20.56		15.69				
	2W voice unbundled TN Area Calling port w Caller ID-res (TACER)			UEPFR	UEPAL	1.89	84.99	57.39	32.36	20.56		15.69				
	2W voice unbundled TN Area Calling port w Caller ID-res (TACSR)			UEPFR	UEPAM	1.89	84.99	57.39	32.36	20.56		15.69				
	2W voice unbundled TN Area Calling port w Caller ID-res (1MF2X)			UEPFR	UEPAN	1.89	84.99	57.39	32.36	20.56		15.69				
	2W voice unbundled TN Area Calling port w Caller ID-res (2MR)			UEPFR	UEPAO	1.89	84.99	57.39	32.36	20.56		15.69				
	2W voice unbundles res, low usage line port w Caller ID (LUM)			UEPFR	UEPAP	1.89	84.99	57.39	32.36	20.56		15.69				
	2W Voice Unbundled TN Residence Dialing Plan w/o Caller ID			UEPFR	UEPWN	1.89	84.99	57.39	32.36	20.56		15.69				
	INTEROFFICE TRANSPORT															
	Interoffice Transport-Dedicated-2W VG-Facility Term			UEPFR	U1TV2	18.58	55.39	17.37	27.96	3.51						
	Interoffice Transport-Dedicated-2W VG-Per Mile or Fraction Mile			UEPFR	1L5XX	0.0174										
	FEATURES															
	All Features Offered			UEPFR	UEPVF	0.00	0.00	0.00				15.69				
	LOCAL NUMBER PORTABILITY															
	Local No Portability (1 per port)			UEPFR	LNPCX	0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2W Loop/Dedicated IO Transport/2W Line Port Combination-Conversion-Switch-as-is			UEPFR	USAC2		16.94	3.72				15.69				
	2W Loop/Dedicated IO Transport/2W Line Port Combination-Conversion-Switch-w-Change			UEPFR	USACC		16.94	3.72				15.69				
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2W VG Loop/IO Tranport/Port Combo-Zone 1		1			18.45										
	2W VG Loop/IO Tranport/Port Combo-Zone 2		2			23.52										
	2W VG Loop/IO Tranport/Port Combo-Zone 3		3			30.17										
	UNE Loop Rates															
	2W VG Loop (SL2)-Zone 1		1	UEPFB	UECF2	16.56										
	2W VG Loop (SL2)-Zone 2		2	UEPFB	UECF2	21.63										
	2W VG Loop (SL2)-Zone 3		3	UEPFB	UECF2	28.28										
	2-Wire Voice Grade Line Port (Bus)															

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted per Elec	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN
	2W voice unbundled port w/o Caller ID-bus			UEPFB	UEPBL	1.89	84.99	57.39	32.36	20.56		15.69		
	2W voice unbundled port w Caller + E484 ID-bus			UEPFB	UEPBC	1.89	84.99	57.39	32.36	20.56		15.69		
	2W voice unbundled port outgoing only-bus			UEPFB	UEPBO	1.89	84.99	57.39	32.36	20.56		15.69		
	2W VG unbundled TN extended local dialing parity port w Caller ID-bus			UEPFB	UEPAV	1.89	84.99	57.39	32.36	20.56		15.69		
	2W voice unbundled incoming only port w Caller ID-Bus			UEPFB	UEPB1	1.89	84.99	57.39	32.36	20.56		15.69		
	2W voice unbundled TN Bus 2Way Area Calling Port Economy Option (TACC1)			UEPFB	UEPAC	1.89	84.99	57.39	32.36	20.56		15.69		
	2W voice unbundled TN Bus 2Way Area Calling Port Standard Option (TACC2)			UEPFB	UEPAD	1.89	84.99	57.39	32.36	20.56		15.69		
	2W voice unbundled TN Bus 2Way Collierville & Memphis Local Calling Port (B2F)			UEPFB	UEPAE	1.89	84.99	57.39	32.36	20.56		15.69		
	2W Voice Unbundled TN Business Dialing Plan w/o Caller ID			UEPFB	UEPWO	1.89	84.99	57.39	32.36	20.56		15.69		
	TN Inward Collierville & Memphis Local Calling Plan (BUS)			UEPFB	UEPB2	1.89	84.99	57.39	32.36	20.56		15.69		
	TN 2Way Collierville & Memphis Local Calling Plan (BUS)			UEPFB	UEPB3	1.89	84.99	57.39	32.36	20.56		15.69		
	LOCAL NUMBER PORTABILITY													
	Local No Portability (1 per port)			UEPFB	LNPCX	0.35								
	INTEROFFICE TRANSPORT													
	Interoffice Transport-Dedicated-2W VG-Facility Term			UEPFB	U1TV2	18.58	55.39	17.37	27.96	3.51				
	Interoffice Transport-Dedicated-2W VG-Per Mile or Fraction Mile			UEPFB	1L5XX	0.0174								
	FEATURES													
	All Features Offered			UEPFB	UEPVF	0.00	0.00	0.00				15.69		
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED													
	2W Loop/Dedicated IO Transport/2W Line Port Combination-Conversion-Switch-as-is			UEPFB	USAC2		16.94	3.72				15.69		
	2W Loop/Dedicated IO Transport/2W Line Port Combination-Conversion-Switch w change			UEPFB	USACC		16.94	3.72				15.69		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)													
	UNE Port/Loop Combination Rates													
	2W VG Loop/IO Tranport/Port Combo-Zone 1		1			18.45								
	2W VG Loop/IO Tranport/Port Combo-Zone 2		2			23.52								
	2W VG Loop/IO Tranport/Port Combo-Zone 3		3			30.17								
	UNE Loop Rates													
	2W VG Loop (SL2)-Zone 1		1	UEPFP	UECF2	16.56								
	2W VG Loop (SL2)-Zone 2		2	UEPFP	UECF2	21.63								
	2W VG Loop (SL2)-Zone 3		3	UEPFP	UECF2	28.28								
	2-Wire Voice Grade Line Port Rates (BUS - PBX)													
	Line Side Unbundled Combination 2Way PBX Trunk Port-Bus			UEPFP	UEPPC	1.79	106.40	63.08	42.67	18.54		15.69		
	Line Side Unbundled Outward PBX Trunk Port-Bus			UEPFP	UEPPO	1.79	106.40	63.08	42.67	18.54		15.69		
	Line Side Unbundled Incoming PBX Trunk Port-Bus			UEPFP	UEPP1	1.79	106.40	63.08	42.67	18.54		15.69		
	2W Voice Unbundled PBX LD Terminal Ports			UEPFP	UEPLD	1.79	106.40	63.08	42.67	18.54		15.69		
	2W Voice Unbundled 2Way Combination PBX TN Calling Port			UEPFP	UEPT2	1.79	106.40	63.08	42.67	18.54		15.69		
	2W Voice Unbundled 1-Way Outgoing PBX TN Calling Port			UEPFP	UEPTO	1.79	106.40	63.08	42.67	18.54		15.69		
	2W Voice Unbundled 2Way Combination PBX Usage Port			UEPFP	UEPXA	1.79	106.40	63.08	42.67	18.54		15.69		
	2W Voice Unbundled PBX Toll Terminal Hotel Ports			UEPFP	UEPXB	1.79	106.40	63.08	42.67	18.54		15.69		
	2W Voice Unbundled PBX LD DDD Terminals Port			UEPFP	UEPXC	1.79	106.40	63.08	42.67	18.54		15.69		
	2W Voice Unbundled PBX LD Terminal Switchboard Port			UEPFP	UEPXD	1.79	106.40	63.08	42.67	18.54		15.69		
	2W Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPFP	UEPXE	1.79	106.40	63.08	42.67	18.54		15.69		
	2W Voice Unbundled 2Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPFP	UEPXL	1.79	106.40	63.08	42.67	18.54		15.69		
	2W Voice Unbundled 2Way PBX Hotel/Hospital Economy Room Calling Port			UEPFP	UEPXM	1.79	106.40	63.08	42.67	18.54		15.69		
	2W Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPFP	UEPXN	1.79	106.40	63.08	42.67	18.54		15.69		
	2W Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPFP	UEPXO	1.79	106.40	63.08	42.67	18.54		15.69		
	2W Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPXS	1.79	106.40	63.08	42.67	18.54		15.69		
	2W Voice Unbundled PBX Collierville & Memphis Calling Port			UEPFP	UEPXU	1.79	106.40	63.08	42.67	18.54		15.69		
	2W Voice Unbundled 2Way PBX TN RegionServ Calling Port			UEPFP	UEPXV	1.79	106.40	63.08	42.67	18.54		15.69		
	LOCAL NUMBER PORTABILITY													
	Local No Portability (1 per port)			UEPFP	LNPCP	3.15	0.00	0.00				15.69		
	INTEROFFICE TRANSPORT													
	Interoffice Transport-Dedicated-2W VG-Facility Term			UEPFP	U1TV2	18.58	55.39	17.37	27.96	3.51				

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted per Elec	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMECSOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel mileage each, including first mile & facilities Term			UEPPB UEPPR	M1GNC	17.91	53.99	17.37				19.99	19.99	
	Interoffice Channel mileage each, Add'l mile			UEPPB UEPPR	M1GNM	0.173	0.00	0.00						
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT													
	UNE Port/Loop Combination Rates													
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port-UNE Zone 1		1	UEPPP		132.58								
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port-UNE Zone 2		2	UEPPP		150.25								
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port-UNE Zone 3		3	UEPPP		173.44								
	UNE Loop Rates													
	4W DS1 Digital Loop-UNE Zone 1		1	UEPPP	USL4P	57.73								
	4W DS1 Digital Loop-UNE Zone 2		2	UEPPP	USL4P	75.40								
	4W DS1 Digital Loop-UNE Zone 3		3	UEPPP	USL4P	98.59								
	UNE Port Rate													
	Exchange Ports-4W ISDN DS1 Port			UEPPP	UEPPP	74.85	415.53	366.90	89.28	77.43		19.99	19.99	
	NONRECURRING CHARGES - CURRENTLY COMBINED													
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port Combination-Conversion-Switch-as-is			UEPPP	USACP	0.00	328.53	328.53				19.99	19.99	
	ADDITIONAL NRCs													
	4W DS1 Loop/4W ISDN Digt Trk Port-Subsqtl Actvy-Inward/2way Tel Nos			UEPPP	PR7TF		0.94					19.99	19.99	
	4W DS1 Loop/4W ISDN DS1 Digital Trunk Port-Outward Tel Nos			UEPPP	PR7TO		22.36	22.36				19.99	19.99	
	4W DS1 Loop/4W ISDN DS1 Digital Trk Port-Subsqtl Inward Tel Nos			UEPPP	PR7ZT		44.71	44.70				19.99	19.99	
	LOCAL NUMBER PORTABILITY													
	Local No Portability (1 per port)			UEPPP	LNPCN	1.75								
	INTERFACE (Provisioning Only)													
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00						
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00						
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00						
	New or Additional "B" Channel													
	New or Add'l-Voice/Data B Channel			UEPPP	PR7BV	0.00	28.39					19.99	19.99	
	New or Add'l-Digital Data B Channel			UEPPP	PR7BF	0.00	29.11					19.99	19.99	
	New or Add'l Inward Data B Channel			UEPPP	PR7BD	0.00	29.39					19.99	19.99	
	CALL TYPES													
	Inward			UEPPP	PR7C1	0.00	0.00	0.00						
	Outward			UEPPP	PR7C0	0.00	0.00	0.00						
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00						
	Interoffice Channel Mileage													
	Fixed Each Including First Mile			UEPPP	1LN1A	76.1825	145.98	109.85	19.55			19.99	19.99	
	Each Airline-Fractional Add'l Mile			UEPPP	1LN1B	0.3525								
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT													
	UNE Port/Loop Combination Rates													
	4W DS1 Digital Loop/4W DDITS Trunk Port-UNE Zone 1		1	UEPDC		93.28						19.99	19.99	
	4W DS1 Digital Loop/4W DDITS Trunk Port-UNE Zone 2		2	UEPDC		110.95						19.99	19.99	
	4W DS1 Digital Loop/4W DDITS Trunk Port-UNE Zone 3		3	UEPDC		134.14						19.99	19.99	
	UNE Loop Rates													
	4W DS1 Digital Loop-UNE Zone 1		1	UEPDC	USLDC	57.53								
	4W DS1 Digital Loop-UNE Zone 2		2	UEPDC	USLDC	75.40								
	4W DS1 Digital Loop-UNE Zone 3		3	UEPDC	USLDC	98.59								
	UNE Port Rate													
	4W DDITS Digital Trunk Port			UEPDC	UDD1T	35.55	342.80	257.87	61.41	48.49		19.99	19.99	
	NONRECURRING CHARGES - CURRENTLY COMBINED													
	4W DS1 Digital Loop/4W DDITS Trunk Port Combination-Switch-as-is			UEPDC	USAC4		312.91	312.91				19.99	19.99	
	4W DS1 Digital Loop/4W DDITS Trunk Port Combination-Conversion w DS1 Changes			UEPDC	USAWA		312.91	312.91				19.99	19.99	
	4W DS1 Digital Loop/4W DDITS Trunk Port Combination-Conversion w Change-Trunk			UEPDC	USAWB		312.91	312.91				19.99	19.99	

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
										First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
ADDITIONAL NRCs																		
	4W DS1 Loop/4W DDITS Trunk Port-Subsqnt Service Activity Per Service Order					UEPDC	USAS4			94.88	94.88							
	4W DS1 Loop/4W DDITS Trunk Port-NRC-Subsqnt Channel Activation/Chan-2Way Trunk					UEPDC	UDTTA			108.67	108.67				19.99	19.99		
	4W DS1 Loop/4W DDITS Trunk Port-Subsqnt Channel Activation/Chan-1-Way Outward Trunk					UEPDC	UDTTB			108.67	108.67				19.99	19.99		
	4W DS1 Loop/4W DDITS Trunk Port-Subsqnt Channel Activation/Chan Inward Trunk w/out DID					UEPDC	UDTTC			108.67	108.67				19.99	19.99		
	4W DS1 Loop/4W DDITS Trunk Port-Subsqnt Chan Activation Per Chan-Inward Trunk w DID					UEPDC	UDTTD			108.67	108.67				19.99	19.99		
	4W DS1 Loop/4W DDITS Trunk Port-Subsqnt Chan Activation/Chan-2Way DID w User Trans					UEPDC	UDTTE			108.67	108.67				19.99	19.99		
BIPOLAR 8 ZERO SUBSTITUTION																		
	B8ZS-Superframe Format					UEPDC	CCOSF			0.00	590.00				19.99	19.99		
	B8ZS-Extended Superframe Format					UEPDC	CCOEF			0.00	590.00				19.99	19.99		
Alternate Mark Inversion																		
	AMI-Superframe Format					UEPDC	MCOSF			0.00	0.00							
	AMI-Extended SuperFrame Format					UEPDC	MCOPO			0.00	0.00							
Telephone Number/Trunk Group Establishment Charges																		
	Telephone No for 2Way Trunk Group					UEPDC	UDTGX	0.00							19.99	19.99		
	Telephone No for 1-Way Outward Trunk Group					UEPDC	UDTGY	0.00							19.99	19.99		
	Telephone No for 1-Way Inward Trunk Group w/o DID					UEPDC	UDTGZ	0.00							19.99	19.99		
	DID Nos for each Group of 20 DID Nos					UEPDC	ND4	0.00							19.99	19.99		
	DID Nos, Non-consecutive DID Nos , Per No					UEPDC	ND5	0.00							19.99	19.99		
	Reserve Non-Consecutive DID Nos.					UEPDC	ND6	0.00	0.00	0.00								
	Reserve DID Nos					UEPDC	NDV	0.00	0.00	0.00								
Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																		
	Interoffice Channel Mileage-Fixed rate 0-8 miles (Facilities Term)					UEPDC	1LNO1	75.83	145.98	109.85	19.66	14.99						
	Interoffice Channel Mileage-Add'l rate per mile-0-8 miles					UEPDC	1LNOA	0.3525	0.00	0.00								
	Interoffice Channel Mileage-Fixed rate 9-25 miles (Facilities Term)					UEPDC	1LNO2	0.00	0.00	0.00								
	Interoffice Channel Mileage-Add'l rate per mile-9-25 miles					UEPDC	1LNOB	0.3525	0.00	0.00								
	Interoffice Channel Mileage-Fixed rate 25+ miles (Facilities Term)					UEPDC	1LNO3	0.00	0.00	0.00								
	Interoffice Channel Mileage-Add'l rate per mile-25+ miles					UEPDC	1LNOC	0.3525	0.00	0.00								
	Local No Portability, per DS0 Activated					UEPDC	LNPCP	3.15	0.00	0.00								
	Central Office Terminating Point					UEPDC	CTG	0.00										
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																		
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																		
Each System can have up to 24 combinations of rates depending on type and number of ports used																		
UNE DS1 Loop																		
	4W DS1 Loop-UNE Zone 1		1			UEPMG	USLDC	57.73	0.00	0.00								
	4W DS1 Loop-UNE Zone 2		2			UEPMG	USLDC	75.40	0.00	0.00								
	4W DS1 Loop-UNE Zone 3		3			UEPMG	USLDC	98.59	0.00	0.00								
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																		
	24 DSO Channel Capacity-1 per DS1					UEPMG	VUM24	131.87	0.00	0.00					19.99	19.99		
	48 DSO Channel Capacity-1 per 2 DS1s					UEPMG	VUM48	263.74	0.00	0.00					19.99	19.99		
	96 DSO Channel Capacity-1per 4 DS1s					UEPMG	VUM96	527.48	0.00	0.00					19.99	19.99		
	144 DSO Channel Capacity-1 per 6 DS1s					UEPMG	VUM14	791.42	0.00	0.00					19.99	19.99		
	192 DSO Channel Capacity-1 per 8 DS1s					UEPMG	VUM19	827.76	0.00	0.00					19.99	19.99		
	240 DSO Channel Capacity-1 per 10 DS1s					UEPMG	VUM20	1,318.70	0.00	0.00					19.99	19.99		
	288 DSO Channel Capacity-1 per 12 DS1s					UEPMG	VUM28	1,582.44	0.00	0.00					19.99	19.99		
	384 DSO Channel Capacity-1 per 16 DS1s					UEPMG	VUM38	2,109.92	0.00	0.00					19.99	19.99		
	480 DSO Channel Capacity-1 per 20 DS1s					UEPMG	VUM40	2,637.40	0.00	0.00					19.99	19.99		
	576 DSO Channel Capacity-1 per 24 DS1s					UEPMG	VUM57	3,164.88	0.00	0.00					19.99	19.99		
	672 DSO Channel Capacity-1 per 28 DS1s					UEPMG	VUM67	3,692.36	0.00	0.00					19.99	19.99		
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System																		
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																		
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																		
	NRC-Conversion (Currently Combined) w or w/o BST Allowed Changes					UEPMG	USAC4	0.00		303.61	15.74				19.99	19.99		
System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and																		

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
						Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)						
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	New (Not Currently Combined) in all states, except in Density Zone 1 of Top 8 MSA's																
	1 DS1/D4 Channel Bank-Add'lly Add NRC for each Port & Assoc Fea Activation			UEPMG	VUMD4	0.00	704.68	441.48	138.36	16.41			19.99				
	Bipolar 8 Zero Substitution																
	Clear Channel Capability Format, superframe-Subsqnt Activity Only			UEPMG	CCOSF	0.00	0.00	590.00									
	Clear Channel Capability Format-Extended Superframe-Subsqnt Activity Only			UEPMG	CCOEF	0.00	0.00	590.00									
	Alternate Mark Inversion (AMI)																
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00									
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00									
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port Exchange Ports																
	Line Side Combination Channelized PBX Trunk Port-Business			UEPPX	UEPCX	1.70	0.00	0.00	0.00	0.00			30.89	7.03			
	Line Side Outward Channelized PBX Trunk Port-Business			UEPPX	UEPOX	1.70	0.00	0.00	0.00	0.00			30.89	7.03			
	Line Side Inward Only Channelized PBX Trunk Port w/o DID			UEPPX	UEP1X	1.70	0.00	0.00	0.00	0.00			30.89	7.03			
	2W Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	8.97	0.00	0.00	0.00	0.00			30.89	7.03			
	Unbundled Exchange Ports, 2W Channelized-Outdial			UEPPX	UEPCY	1.70	0.00	0.00	0.00	0.00			30.89	7.03			
	Unbundled Exchange Ports, 2W Channelized-Combination			UEPPX	UEPCT	1.70	0.00	0.00	0.00	0.00			30.89	7.03			
	Unbundled Exchange Ports, 2W Channelized-Outdial-TN Only-Calling Plan-Regionserv			UEPPX	UEPCZ	1.70	0.00	0.00	0.00	0.00			30.89	7.03			
	Unbundled Exchange Ports, 2W Channelized-2Way-TN Only-Calling Plan-Regionserv			UEPPX	UEPXV	1.70	0.00	0.00	0.00	0.00			30.89	7.03			
	Feature Activations - Unbundled Loop Concentration																
	Feature (Service) Activation for each Line Port Terminated in D4 Bank (includes Q.1.4, P50.1, P.50.498)			UEPPX	1PQWM	2.02	23.94	12.64	3.82	3.80			30.89	7.03			
	Feature (Service) Activation for each Trunk Port Terminated in D4 Bank (includes Q.1.4, P50.1, P.50.498)			UEPPX	1PQWU	2.02	73.67	17.37	54.09	10.57			30.89	7.03			
	Telephone Number/ Group Establishment Charges for DID Service																
	DID Trunk Term (1 per Port)			UEPPX	NDT	0.00	0.00	0.00									
	DID Nos-groups of 20-Valid all States			UEPPX	ND4	0.00	0.00	0.00									
	Non-Consecutive DID Nos-per No			UEPPX	ND5	0.00	0.00	0.00									
	Reserve Non-Consecutive DID Nos			UEPPX	ND6	0.00	0.00	0.00									
	Reserve DID Nos			UEPPX	NDV	0.00	0.00	0.00									
	Local Number Portability																
	Local No Portability-1 per port			UEPPX	LNPCP	3.15	0.00	0.00									
	FEATURES - Vertical and Optional																
	Local Switching Features Offered with Line Side Ports Only																
	All Features Available			UEPPX	UEPVF	0.00	0.00	0.00									
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																	
Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or Commission rules.																	
This includes:																	
Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DS0 equivalent lines.																	
The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).																	
BellSouth currently is developing the billing capability to mechanically bill the recurring and NRC Market Rates in this section. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.																	
The Market Rate for unbundled ports includes all available features in all states.																	
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).																	
For Not Currently Combined scenarios the NRC charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the NRC charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.																	
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																	
UNE Port/Loop Combination Rates																	
	2W VG Loop/Port Combo-Zone 1		1				26.48										
	2W VG Loop/Port Combo-Zone 2		2				30.31										
	2W VG Loop/Port Combo-Zone 3		3				35.32										
UNE Loop Rates																	
	2W VG Loop (SL1)-Zone 1		1	UEPRX	UEPLX	12.48											
	2W VG Loop (SL1)-Zone 2		2	UEPRX	UEPLX	16.31											
	2W VG Loop (SL1)-Zone 3		3	UEPRX	UEPLX	21.32											

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted per Elec	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)			
										First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Line Port (Res)																
	2W voice unbundled port-residence						UEPRX	UEPRL	14.00	90.00	90.00					30.89	7.03
	2W voice unbundled port w Caller ID-res						UEPRX	UEPRC	14.00	90.00	90.00					30.89	7.03
	2W voice unbundled port outgoing only-res						UEPRX	UEPRO	14.00	90.00	90.00					30.89	7.03
	2W VG unbundled TN extended local dialing parity port w Caller ID-res						UEPRX	UEPAQ	14.00	90.00	90.00					30.89	7.03
	2W voice unbundled TN Area Calling port w Caller ID-res (F2R)						UEPRX	UEPAK	14.00	90.00	90.00					30.89	7.03
	2W voice unbundled TN Area Calling port w Caller ID-res (TACER)						UEPRX	UEPAL	14.00	90.00	90.00					30.89	7.03
	2W voice unbundled TN Area Calling port w Caller ID-res (TACSR)						UEPRX	UEPAM	14.00	90.00	90.00					30.89	7.03
	2W voice unbundled TN Area Calling port w Caller ID-res (1MF2X)						UEPRX	UEPAN	14.00	90.00	90.00					30.89	7.03
	2W voice unbundled TN Area Calling port w Caller ID-res (2MR)						UEPRX	UEPAO	14.00	90.00	90.00					30.89	7.03
	2W voice unbundles res, low usage line port w Caller ID (LUM)						UEPRX	UEPAP	14.00	90.00	90.00					30.89	7.03
	2W voice unbundled Low Usage Line Port w/o Caller ID Capability						UEPRX	UEPRT	14.00	90.00	90.00					30.89	7.03
	2W Voice Unbundled TN Residence Dialing Plan w/o Caller ID						UEPRX	UEPWN	14.00	90.00	90.00					30.89	7.03
	2W voice unbundled TN Area Plus Port w/o Caller ID Capability						UEPRX	UEPRR	14.00	90.00	90.00					30.89	7.03
	LOCAL NUMBER PORTABILITY																
	Local No Portability (1 per port)						UEPRX	LNPCX	0.35								
	FEATURES																
	All Features Offered						UEPRX	UEPVF	0.00	0.00	0.00					30.89	7.03
	NONRECURRING CHARGES - CURRENTLY COMBINED																
	2W VG Loop/Line Port Combination-Switch-as-is						UEPRX	USAC2		41.50	41.50					30.89	7.03
	2W VG Loop/Line Port Combination-Switch w change						UEPRX	USACC		41.50	41.50					30.89	7.03
	ADDITIONAL NRCs																
	NRC-2W VG Loop/Line Port Combination-Subsqnt						UEPRX	USAS2	0.00	0.00	0.00					30.89	7.03
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
	UNE Port/Loop Combination Rates																
	2W VG Loop/Port Combo-Zone 1				1				26.48								
	2W VG Loop/Port Combo-Zone 2				2				30.31								
	2W VG Loop/Port Combo-Zone 3				3				35.32								
	UNE Loop Rates																
	2W VG Loop (SL1)-Zone 1				1	UEPBX	UEPLX	12.48									
	2W VG Loop (SL1)-Zone 2				2	UEPBX	UEPLX	16.31									
	2W VG Loop (SL1)-Zone 3				3	UEPBX	UEPLX	21.32									
	2-Wire Voice Grade Line Port (Bus)																
	2W voice unbundled port w/o Caller ID-bus						UEPBX	UEPBL	14.00	90.00	90.00					30.89	7.03
	2W voice unbundled port w Caller + E484 ID-bus						UEPBX	UEPBC	14.00	90.00	90.00					30.89	7.03
	2W voice unbundled port outgoing only-bus						UEPBX	UEPBO	14.00	90.00	90.00					30.89	7.03
	2W VG unbundled TN extended local dialing parity port w Caller ID-bus						UEPBX	UEPAV	14.00	90.00	90.00					30.89	7.03
	2W voice unbundled TN Bus 2Way Area Calling Port Economy Option (TACC1)						UEPBX	UEPAC	14.00	90.00	90.00					30.89	7.03
	2W voice unbundled TN Bus 2Way Area Calling Port Standard Option (TACC2)						UEPBX	UEPAD	14.00	90.00	90.00					30.89	7.03
	2W voice unbundled TN Bus 2Way Collierville & Memphis Local Calling Port (B2F)						UEPBX	UEPAE	14.00	90.00	90.00					30.89	7.03
	2W voice unbundled Incoming Only Port w/o Caller ID Capability						UEPBX	UEPBE	14.00	90.00	90.00					30.89	7.03
	2W Voice Unbundled TN Business Dialing Plan w/o Caller ID						UEPBX	UEPWO	14.00	90.00	90.00					30.89	7.03
	LOCAL NUMBER PORTABILITY																
	Local No Portability (1 per port)						UEPBX	LNPCX	0.35								
	FEATURES																
	All Features Offered						UEPBX	UEPVF	0.00	0.00	0.00					30.89	7.03
	NONRECURRING CHARGES - CURRENTLY COMBINED																
	2W VG Loop/Line Port Combination-Switch-as-is						UEPBX	USAC2		41.50	41.50					30.89	7.03
	2W VG Loop/Line Port Combination-Switch w change						UEPBX	USACC		41.50	41.50					30.89	7.03
	ADDITIONAL NRCs																
	NRC-2W VG Loop/Line Port Combination-Subsqnt						UEPBX	USAS2	0.00	0.00	0.00					30.89	7.03
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
	UNE Port/Loop Combination Rates																
	2W VG Loop/Port Combo-Zone 1				1				26.48								
	2W VG Loop/Port Combo-Zone 2				2				30.31								
	2W VG Loop/Port Combo-Zone 3				3				35.32								

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per Elec	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	NRC Disconnect First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN
	UNE Loop Rates														
	2W VG Loop (SL1)-Zone 1		1	UEPRG	UEPLX	12.48									
	2W VG Loop (SL1)-Zone 2		2	UEPRG	UEPLX	16.31									
	2W VG Loop (SL1)-Zone 3		3	UEPRG	UEPLX	21.32									
	2-Wire Voice Grade Line Port Rates (RES - PBX)														
	2W VG Unbundled Combination 2Way PBX Trunk Port-Res			UEPRG	UEPRD	14.00	90.00	90.00				30.89	7.03		
	LOCAL NUMBER PORTABILITY														
	Local No Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00							
	FEATURES														
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00				30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED														
	2W VG Loop/Line Port Combination-Switch-As-Is			UEPRG	USAC2		41.50	41.50				30.89	7.03		
	2W VG Loop/Line Port Combination-Switch w Change			UEPRG	USACC		41.50	41.50				30.89	7.03		
	ADDITIONAL NRCs														
	2W Loop/Line Side Port Combination-Non feature-Subsqnt Activity-NRC						0.00	0.00				30.89	7.03		
	PBX Subsqnt Activity-Change/Rearrange Multiline Hunt Group						14.64	14.64				30.89	7.03		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)														
	UNE Port/Loop Combination Rates														
	2W VG Loop/Port Combo-Zone 1		1			26.48									
	2W VG Loop/Port Combo-Zone 2		2			30.31									
	2W VG Loop/Port Combo-Zone 3		3			35.32									
	UNE Loop Rates														
	2W VG Loop (SL1)-Zone 1		1	UEPPX	UEPLX	12.48									
	2W VG Loop (SL1)-Zone 2		2	UEPPX	UEPLX	16.31									
	2W VG Loop (SL1)-Zone 3		3	UEPPX	UEPLX	21.32									
	2-Wire Voice Grade Line Port Rates (BUS - PBX)														
	Line Side Unbundled Combination 2Way PBX Trunk Port-Bus			UEPPX	UEPPC	14.00	90.00	90.00				30.89	7.03		
	Line Side Unbundled Outward PBX Trunk Port-Bus			UEPPX	UEPPO	14.00	90.00	90.00				30.89	7.03		
	Line Side Unbundled Incoming PBX Trunk Port-Bus			UEPPX	UEPP1	14.00	90.00	90.00				30.89	7.03		
	2W Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14.00	90.00	90.00				30.89	7.03		
	2W Voice Unbundled 2Way Combination PBX TN Calling Port			UEPPX	UEPT2	14.00	90.00	90.00				30.89	7.03		
	2W Voice Unbundled 1-Way Outgoing PBX TN Calling Port			UEPPX	UEPTO	14.00	90.00	90.00				30.89	7.03		
	2W Voice Unbundled 2Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00				30.89	7.03		
	2W Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14.00	90.00	90.00				30.89	7.03		
	2W Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14.00	90.00	90.00				30.89	7.03		
	2W Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00				30.89	7.03		
	2W Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00				30.89	7.03		
	2W Voice Unbundled 2Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14.00	90.00	90.00				30.89	7.03		
	2W Voice Unbundled 2Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14.00	90.00	90.00				30.89	7.03		
	2W Voice Unbundled 1-W Out PBX Hotel/Hospital Economy Administrative Calling Port TN			UEPPX	UEPXN	14.00	90.00	90.00				30.89	7.03		
	2W Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14.00	90.00	90.00				30.89	7.03		
	2W Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14.00	90.00	90.00				30.89	7.03		
	2W Voice Unbundled PBX Collierville & Memphis Calling Port			UEPPX	UEPXU	14.00	90.00	90.00				30.89	7.03		
	2W Voice Unbundled 2Way PBX TN RegionServ Calling Port			UEPPX	UEPXV	14.00	90.00	90.00				30.89	7.03		
	TN PBX 2Way Combo Each Add'l Trunk Collierville & Memphis Local Calling Plan			UEPPX	UEPA6	14.00	90.00	90.00				30.89	7.03		
	TN PBX 2Way Combo First Trunk Collierville & Memphis Local Calling			UEPPX	UEPA7	14.00	90.00	90.00				30.89	7.03		
	LOCAL NUMBER PORTABILITY														
	Local No Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00							
	FEATURES														
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00				30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED														
	2W VG Loop/Line Port Combination-Switch-As-Is			UEPPX	USAC2		41.50	41.50				30.89	7.03		
	2W VG Loop/Line Port Combination-Switch w Change			UEPPX	USACC		41.50	41.50				30.89	7.03		
	ADDITIONAL NRCs														
	2W VG Loop/Line Port Combination-Subsqnt			UEPPX	USAS2	0.00	0.00	0.00				30.89	7.03		

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2W Loop/Line Side Port Combination-Non feature-Subsqnt Activity-NRC						0.00	0.00					30.89	7.03		
	PBX Subsqnt Activity-Change/Rearrange Multiline Hunt Group						14.64	14.64					30.89	7.03		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
	UNE Port/Loop Combination Rates															
	2W VG Coin Port/Loop Combo – Zone 1		1			26.48										
	2W VG Coin Port/Loop Combo – Zone 2		2			30.31										
	2W VG Coin Port/Loop Combo – Zone 3		3			35.32										
	UNE Loop Rates															
	2W VG Loop (SL1)-Zone 1		1	UEPCO	UEPLX	12.48										
	2W VG Loop (SL1)-Zone 2		2	UEPCO	UEPLX	16.31										
	2W VG Loop (SL1)-Zone 3		3	UEPCO	UEPLX	21.32										
	2-Wire Voice Grade Line Port Rates (Coin)															
	2W Coin 2Way w/o Operator Screening & w/o Blocking (TN)			UEPCO	UEPTB	14.00	90.00	90.00					30.89	7.03		
	2W Coin 2Way w Oper Screening & Blocking: 011, 900/976, 1+DDD			UEPCO	UEPRP	14.00	90.00	90.00					30.89	7.03		
	2W Coin 2Way w Operator Screening & 011 Blocking (TN)			UEPCO	UEPTA	14.00	90.00	90.00					30.89	7.03		
	2W Coin 2Way w Oper Screening & Blocking: 900/976, 1+DDD, 011+, &			UEPCO	UEPCA	14.00	90.00	90.00					30.89	7.03		
	2W Coin Outward w Operator Screening & 011 Blocking (TN)			UEPCO	UEPTC	14.00	90.00	90.00					30.89	7.03		
	2W Coin Outward w Oper Screening & Blocking: 900/976, 1+DDD, 011+, & Local			UEPCO	UEPOT	14.00	90.00	90.00					30.89	7.03		
	LOCAL NUMBER PORTABILITY															
	Local No Portability (1 per port)			UEPCO	LNPCX	0.35										
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2W VG Loop/Line Port Combination-Switch-As-Is			UEPCO	USAC2		41.50	41.50					30.89	7.03		
	2W VG Loop/Line Port Combination-Switch w Change			UEPCO	USACC		41.50	41.50					30.89	7.03		
	ADDITIONAL NRCs															
	2W VG Loop/Line Port Combination-Subsqnt			UEPCO	USAS2	0.00	0.00	0.00					30.89	7.03		
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2W VG Loop/IO Tranport/Port Combo-Zone 1		1			30.56										
	2W VG Loop/IO Tranport/Port Combo-Zone 2		2			35.63										
	2W VG Loop/IO Tranport/Port Combo-Zone 3		3			42.28										
	UNE Loop Rates															
	2W VG Loop (SL2)-Zone 1		1	UEPFR	UECF2	16.56										
	2W VG Loop (SL2)-Zone 2		2	UEPFR	UECF2	21.63										
	2W VG Loop (SL2)-Zone 3		3	UEPFR	UECF2	28.28										
	2-Wire Voice Grade Line Port Rates (Res)															
	2W voice unbundled port-residence			UEPFR	UEPRL	14.00	115.00	75.00	40.00	30.00			15.69			
	2W voice unbundled port w Caller ID-res			UEPFR	UEPRC	14.00	115.00	75.00	40.00	30.00			15.69			
	2W voice unbundled port outgoing only-res			UEPFR	UEPRO	14.00	115.00	75.00	40.00	30.00			15.69			
	2W VG unbundled TN extended local dialing parity port w Caller ID-res			UEPFR	UEPAQ	14.00	115.00	75.00	40.00	30.00			15.69			
	2W voice unbundled TN Area Plus w Caller ID-res (AC7)			UEPFR	UEPAH	14.00	115.00	75.00	40.00	30.00			15.69			
	2W voice unbundled TN Area Calling port w Caller ID-res (F2R)			UEPFR	UEPAK	14.00	115.00	75.00	40.00	30.00			15.69			
	2W voice unbundled TN Area Calling port w Caller ID-res (TACER)			UEPFR	UEPAL	14.00	115.00	75.00	40.00	30.00			15.69			
	2W voice unbundled TN Area Calling port w Caller ID-res (TACSR)			UEPFR	UEPAM	14.00	115.00	75.00	40.00	30.00			15.69			
	2W voice unbundled TN Area Calling port w Caller ID-res (1MF2X)			UEPFR	UEPAN	14.00	115.00	75.00	40.00	30.00			15.69			
	2W voice unbundled TN Area Calling port w Caller ID-res (2MR)			UEPFR	UEPAO	14.00	115.00	75.00	40.00	30.00			15.69			
	2W voice unbundles res, low usage line port w Caller ID (LUM)			UEPFR	UEPAP	14.00	115.00	75.00	40.00	30.00			15.69			
	2W Voice Unbundled TN Residence Dialing Plan w/o Caller ID			UEPFR	UEPWN	14.00	115.00	75.00	40.00	30.00			15.69			
	INTEROFFICE TRANSPORT															
	Interoffice Transport-Dedicated-2W VG-Facility Term			UEPFR	U1TV2	18.58	55.39	17.37	27.96	3.51						
	Interoffice Transport-Dedicated-2W VG-Per Mile or Fraction Mile			UEPFR	1L5XX	0.0174										
	FEATURES															
	All Features Offered			UEPFR	UEPVF	0.00	0.00	0.00					15.69			
	LOCAL NUMBER PORTABILITY															
	Local No Portability (1 per port)			UEPFR	LNPCX	0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2W Loop/Dedicated IO Transport/2W Line Port Combination-Conversion-Switch-as-Is			UEPFR	USAC2		16.94	3.72					15.69			
	2W Loop/Dedicated IO Transport/2W Line Port Combination-Conversion-Switch-w-Change			UEPFR	USACC		16.94	3.72					15.69			

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)														
	UNE Port/Loop Combination Rates														
	2W VG Loop/IO Tranport/Port Combo-Zone 1		1			30.56									
	2W VG Loop/IO Tranport/Port Combo-Zone 2		2			35.63									
	2W VG Loop/IO Tranport/Port Combo-Zone 3		3			42.28									
	UNE Loop Rates														
	2W VG Loop (SL2)-Zone 1		1	UEPFB	UECF2	16.56									
	2W VG Loop (SL2)-Zone 2		2	UEPFB	UECF2	21.63									
	2W VG Loop (SL2)-Zone 3		3	UEPFB	UECF2	28.28									
	2-Wire Voice Grade Line Port (Bus)														
	2W voice unbundled port w/o Caller ID-bus			UEPFB	UEPBL	14.00	115.00	75.00	40.00	30.00		15.69			
	2W voice unbundled port w Caller + E484 ID-bus			UEPFB	UEPBC	14.00	115.00	75.00	40.00	30.00		15.69			
	2W voice unbundled port outgoing only-bus			UEPFB	UEPBO	14.00	115.00	75.00	40.00	30.00		15.69			
	2W VG unbundled TN extended local dialing parity port w Caller ID-bus			UEPFB	UEPAV	14.00	115.00	75.00	40.00	30.00		15.69			
	2W voice unbundled incoming only port w Caller ID-Bus			UEPFB	UEPB1	14.00	115.00	75.00	40.00	30.00		15.69			
	2W voice unbundled TN Bus 2Way Area Calling Port Economy Option (TACC1)			UEPFB	UEPAC	14.00	115.00	75.00	40.00	30.00		15.69			
	2W voice unbundled TN Bus 2Way Area Calling Port Standard Option (TACC2)			UEPFB	UEPAD	14.00	115.00	75.00	40.00	30.00		15.69			
	2W voice unbundled TN Bus 2Way Collierville & Memphis Local Calling Port (B2F)			UEPFB	UEPAE	14.00	115.00	75.00	40.00	30.00		15.69			
	2W Voice Unbundled TN Business Dialing Plan w/o Caller ID			UEPFB	UEPWO	14.00	115.00	75.00	40.00	30.00		15.69			
	TN Inward Collierville & Memphis Local Calling Plan (BUS)			UEPFB	UEPB2	14.00	115.00	75.00	40.00	30.00		15.69			
	TN 2Way Collierville & Memphis Local Calling Plan (BUS)			UEPFB	UEPB3	14.00	115.00	75.00	40.00	30.00		15.69			
	LOCAL NUMBER PORTABILITY														
	Local No Portability (1 per port)			UEPFB	LNPCX	0.35									
	INTEROFFICE TRANSPORT														
	Interoffice Transport-Dedicated-2W VG-Facility Term			UEPFB	U1TV2	18.58	55.39	17.37	27.96	3.51					
	Interoffice Transport-Dedicated-2W VG-Per Mile or Fraction Mile			UEPFB	1L5XX	0.0174									
	FEATURES														
	All Features Offered			UEPFB	UEPVF	0.00	0.00	0.00				15.69			
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
	2W Loop/Dedicated IO Transport/2W Line Port Combination-Conversion-Switch-as-is			UEPFB	USAC2		16.94	3.72				15.69			
	2W Loop/Dedicated IO Transport/2W Line Port Combination-Conversion-Switch w change			UEPFB	USACC		16.94	3.72				15.69			
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)														
	UNE Port/Loop Combination Rates														
	2W VG Loop/IO Tranport/Port Combo-Zone 1		1			30.56									
	2W VG Loop/IO Tranport/Port Combo-Zone 2		2			35.63									
	2W VG Loop/IO Tranport/Port Combo-Zone 3		3			42.28									
	UNE Loop Rates														
	2W VG Loop (SL2)-Zone 1		1	UEPFP	UECF2	16.56									
	2W VG Loop (SL2)-Zone 2		2	UEPFP	UECF2	21.63									
	2W VG Loop (SL2)-Zone 3		3	UEPFP	UECF2	28.28									
	2-Wire Voice Grade Line Port Rates (BUS - PBX)														
	Line Side Unbundled Combination 2Way PBX Trunk Port-Bus			UEPFP	UEPPC	14.00	106.40	63.08	42.67	18.54		15.69			
	Line Side Unbundled Outward PBX Trunk Port-Bus			UEPFP	UEPPO	14.00	106.40	63.08	42.67	18.54		15.69			
	Line Side Unbundled Incoming PBX Trunk Port-Bus			UEPFP	UEPP1	14.00	106.40	63.08	42.67	18.54		15.69			
	2W Voice Unbundled PBX LD Terminal Ports			UEPFP	UEPLD	14.00	106.40	63.08	42.67	18.54		15.69			
	2W Voice Unbundled 2Way Combination PBX TN Calling Port			UEPFP	UEPT2	14.00	106.40	63.08	42.67	18.54		15.69			
	2W Voice Unbundled 1-Way Outgoing PBX TN Calling Port			UEPFP	UEPTO	14.00	106.40	63.08	42.67	18.54		15.69			
	2W Voice Unbundled 2Way Combination PBX Usage Port			UEPFP	UEPXA	14.00	106.40	63.08	42.67	18.54		15.69			
	2W Voice Unbundled PBX Toll Terminal Hotel Ports			UEPFP	UEPXB	14.00	106.40	63.08	42.67	18.54		15.69			
	2W Voice Unbundled PBX LD DDD Terminals Port			UEPFP	UEPXC	14.00	106.40	63.08	42.67	18.54		15.69			
	2W Voice Unbundled PBX LD Terminal Switchboard Port			UEPFP	UEPXD	14.00	106.40	63.08	42.67	18.54		15.69			
	2W Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPFP	UEPXE	14.00	106.40	63.08	42.67	18.54		15.69			
	2W Voice Unbundled 2Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPFP	UEPXL	14.00	106.40	63.08	42.67	18.54		15.69			
	2W Voice Unbundled 2Way PBX Hotel/Hospital Economy Room Calling Port			UEPFP	UEPXM	14.00	106.40	63.08	42.67	18.54		15.69			

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
	2W Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPFP	UEPXN	14.00	106.40	63.08	42.67	18.54		15.69			
	2W Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPFP	UEPXO	14.00	106.40	63.08	42.67	18.54		15.69			
	2W Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPXS	14.00	106.40	63.08	42.67	18.54		15.69			
	2W Voice Unbundled PBX Collierville & Memphis Calling Port			UEPFP	UEPXU	14.00	106.40	63.08	42.67	18.54		15.69			
	2W Voice Unbundled 2Way PBX TN RegionServ Calling Port			UEPFP	UEPXV	14.00	106.40	63.08	42.67	18.54		15.69			
	LOCAL NUMBER PORTABILITY														
	Local No Portability (1 per port)			UEPFP	LNPCP	3.15	0.00	0.00				15.69			
	INTEROFFICE TRANSPORT														
	Interoffice Transport-Dedicated-2W VG-Facility Term			UEPFP	U1TV2	18.58	55.39	17.37	27.96	3.51					
	Interoffice Transport-Dedicated-2W VG-Per Mile or Fraction Mile			UEPFP	1L5XX	0.0174									
	FEATURES														
	All Features Offered			UEPFP	UEPVF	0.00	0.00	0.00				15.69			
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
	2W Loop/Dedicated IO Transport/2W Line Port Combination-Conversion-Switch-as-is			UEPFP	USAC2		16.94	3.72				15.69			
	2W Loop/Dedicated IO Transport/2W Line Port Combination-Conversion-Switch w change			UEPFP	USACC		16.94	3.72				15.69			
	UNBUNDLED PORT/LOOP COMBINATIONS - MARKET BASED RATES														
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT														
	UNE Port/Loop Combination Rates														
	2W VG Loop/2W DID Trunk Port Combo-UNE Zone 1		1			49.60									
	2W VG Loop/2W DID Trunk Port Combo-UNE Zone 2		2			51.09									
	2W VG Loop/2W DID Trunk Port Combo-UNE Zone 3		3			56.00									
	UNE Loop Rates														
	2W Analog VG Loop-(SL2)-UNE Zone 1		1	UEPPX	UECD1	9.60									
	2W Analog VG Loop-(SL2)-UNE Zone 2		2	UEPPX	UECD1	11.09									
	2W Analog VG Loop-(SL2)-UNE Zone 3		3	UEPPX	UECD1	16.00									
	Exchange Ports-2W DID Port			UEPPX	UEPD1	40.00	600.00	45.00	8.45	3.91		30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED														
	2W VG Loop/2W DID Trunk Port Combination-Switch-As-Is Top 8 MSAs only			UEPPX	USAC1		100.00	42.50				30.89	7.03		
	2W VG Loop/2W DID Trunk Port Conversion w BST Allowable Changes Top 8 MSAs only			UEPPX	USA1C		100.00	42.50				30.89	7.03		
	Telephone Number/Trunk Group Establishment Charges														
	DID Trunk Term (One Per Port)			UEPPX	NDT	0.00	0.00	0.00							
	Add'l DID Nos for each Group of 20 DID Nos			UEPPX	ND4	0.00	0.00	0.00							
	DID Nos, Non-consecutive DID Nos , Per No			UEPPX	ND5	0.00	0.00	0.00							
	Reserve Non-Consecutive DID Nos			UEPPX	ND6	0.00	0.00	0.00							
	Reserve DID Nos			UEPPX	NDV	0.00	0.00	0.00							
	LOCAL NUMBER PORTABILITY														
	Local No Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00							
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT														
	UNE Port/Loop Combination Rates														
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port-UNE Zone 1		1	UEPPB	UEPPR	32.27									
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port-UNE Zone 2		2	UEPPB	UEPPR	34.78									
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port-UNE Zone 3		3	UEPPB	UEPPR	44.32									
	2W ISDN Digital Grade Loop-UNE Zone 1		1	UEPPB	UEPPR	USL2X	16.20								
	2W ISDN Digital Grade Loop-UNE Zone 2		2	UEPPB	UEPPR	USL2X	18.71								
	2W ISDN Digital Grade Loop-UNE Zone 3		3	UEPPB	UEPPR	USL2X	28.25								
	Exchange Port-2W ISDN Line Side Port			UEPPB	UEPPR	UEPPB	80.00	525.00	400.00	75.00	70.00	30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED														
	2W ISDN Digital Grade Loop/2W ISDN Line Side Port Combination-Conversion-Top 8 MSAs only			UEPPB	UEPPR	USACB	0.00	225.00	225.00			30.89	7.03		
	ADDITIONAL NRCs														
	2W ISDN Loop/2W ISDN Port Combination-Sub Actvy-Non Feature/Add Trunk			UEPPB	UEPPR	USASB		212.88				30.89	7.03		
	LOCAL NUMBER PORTABILITY														
	Local No Portability (1 per port)			UEPPB	UEPPR	LNPCX	0.35	0.00	0.00						
	B-CHANNEL USER PROFILE ACCESS:														
	CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCA	0.00	0.00	0.00						

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per Elec	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN
	CVS (EWSD)			UEPPB UEPPR	U1UCB	0.00	0.00	0.00							
	CSD			UEPPB UEPPR	U1UCC	0.00	0.00	0.00							
B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCD	0.00	0.00	0.00							
	CVS (EWSD)			UEPPB UEPPR	U1UCE	0.00	0.00	0.00							
	CSD			UEPPB UEPPR	U1UCF	0.00	0.00	0.00							
USER TERMINAL PROFILE															
	User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00							
VERTICAL FEATURES															
	All Vertical Features-One per Channel B User Profile			UEPPB UEPPR	UEPVF	0.00	0.00	0.00							
	Interoffice Channel mileage each, including first mile & facilities Term			UEPPB UEPPR	M1GNC	17.91	53.99	17.37							
	Interoffice Channel mileage each, Add'l mile			UEPPB UEPPR	M1GNM	0.173	0.00	0.00							
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port-UNE Zone 1		1	UEPPP		982.73									
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port-UNE Zone 2		2	UEPPP		1,000.40									
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port-UNE Zone 3		3	UEPPP		1,023.59									
	4W DS1 Digital Loop-UNE Zone 1		1	UEPPP	USL4P	57.73									
	4W DS1 Digital Loop-UNE Zone 2		2	UEPPP	USL4P	75.40									
	4W DS1 Digital Loop-UNE Zone 3		3	UEPPP	USL4P	98.59									
	Exchange Ports-4W ISDN DS1 Port			UEPPP	UEPPP	925.00	950.00	950.00	130.00	100.00			30.89	7.03	
NONRECURRING CHARGES - CURRENTLY COMBINED															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port Combination-Conversion-Switch-As-Is Top 8 MSAs only			UEPPP	USACP	0.00	925.00	925.00					30.89	7.03	
ADDITIONAL NRCs															
	4W DS1 Loop/4W ISDN Digtl Trk Port-Subsqt Actvy-Inward/2way Tel Nos			UEPPP	PR7TF		0.94								
	4W DS1 Loop/4W ISDN DS1 Digital Trunk Port-Outward Tel Nos			UEPPP	PR7TO		22.36	22.36							
	4W DS1 Loop/4W ISDN DS1 Digital Trk Port-Subsqt Inward Tel Nos			UEPPP	PR7ZT		44.71	44.70							
LOCAL NUMBER PORTABILITY															
	Local No Portability (1 per port)			UEPPP	LNPCN	1.75									
INTERFACE (Provisioning Only)															
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00							
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00							
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00							
New or Additional "B" Channel															
	New or Add'l-Voice/Data B Channel			UEPPP	PR7BV	0.00	28.39								
	New or Add'l-Digital Data B Channel			UEPPP	PR7BF	0.00	29.11								
	New or Add'l Inward Data B Channel			UEPPP	PR7BD	0.00	29.39								
CALL TYPES															
	Inward			UEPPP	PR7C1	0.00	0.00	0.00							
	Outward			UEPPP	PR7C0	0.00	0.00	0.00							
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00							
Interoffice Channel Mileage															
	Fixed Each Including First Mile			UEPPP	1LN1A	76.1825	145.98	109.85	19.55						
	Each Airline-Fractional Add'l Mile			UEPPP	1LN1B	0.3525									
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT															
UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W DDITS Trunk Port-UNE Zone 1		1	UEPDC		93.28									
	4W DS1 Digital Loop/4W DDITS Trunk Port-UNE Zone 2		2	UEPDC		110.95									
	4W DS1 Digital Loop/4W DDITS Trunk Port-UNE Zone 3		3	UEPDC		134.14									
UNE Loop Rates															
	4W DS1 Digital Loop-UNE Zone 1		1	UEPDC	USLDC	57.53									
	4W DS1 Digital Loop-UNE Zone 2		2	UEPDC	USLDC	75.40									
	4W DS1 Digital Loop-UNE Zone 3		3	UEPDC	USLDC	98.59									
UNE Port Rate															
	4W DDITS Digital Trunk Port			UEPDC	UDD1T	750.00	982.57	450.10	196.09	19.23			30.89	7.03	

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
NONRECURRING CHARGES - CURRENTLY COMBINED																	
		4W DS1 Digital Loop/4W DDITS Trunk Port Combination-Switch-As-Is Top 8 MSAs only			UEPDC	USAC4		312.91	312.91					30.89	7.03		
		4W DS1 Digital Loop/4W DDITS Trunk Port Combination-Conversion w DS1 Changes Top 8 MSAs only			UEPDC	USAWA		312.91	312.91					30.89	7.03		
		4W DS1 Digital Loop/4W DDITS Trunk Port Combination-Conversion w Change-Trunk Top 8 MSAs only			UEPDC	USAWB		312.91	312.91					30.89	7.03		
ADDITIONAL NRCs																	
		4W DS1 Loop/4W DDITS Trunk Port-Subsqnt Service Activity Per Service Order			UEPDC	USAS4		94.88	94.88								
		4W DS1 Loop/4W DDITS Trunk Port-NRC-Subsqnt Channel Activation/Chan-2Way Trunk			UEPDC	UDTTA		108.67	108.67					30.89	7.03		
		4W DS1 Loop/4W DDITS Trunk Port-Subsqnt Channel Activation/Chan-1-Way Outward Trunk			UEPDC	UDTTB		108.67	108.67					30.89	7.03		
		4W DS1 Loop/4W DDITS Trunk Port-Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		108.67	108.67					30.89	7.03		
		4W DS1 Loop/4W DDITS Trunk Port-Subsqnt Chan Activation Per Chan-Inward Trunk w DID			UEPDC	UDTTD		108.67	108.67					30.89	7.03		
		4W DS1 Loop/4W DDITS Trunk Port-Subsqnt Chan Activation/Chan-2Way DID w User Trans			UEPDC	UDTTE		108.67	108.67					30.89	7.03		
BIPOLAR 8 ZERO SUBSTITUTION																	
		B8ZS-Superframe Format			UEPDC	CCOSF		0.00	590.00								
		B8ZS-Extended Superframe Format			UEPDC	CCOEF		0.00	590.00								
Alternate Mark Inversion																	
		AMI-Superframe Format			UEPDC	MCOSF		0.00	0.00								
		AMI-Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
Telephone Number/Trunk Group Establishment Charges																	
		Telephone No for 2Way Trunk Group			UEPDC	UDTGX	0.00										
		Telephone No for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00										
		Telephone No for 1-Way Inward Trunk Group w/o DID			UEPDC	UDTGZ	0.00										
		DID Nos, Establish Trunk Group & Provide First Group of 20 DID Nos			UEPDC	NDZ	0.00	0.00	0.00								
		DID Nos for each Group of 20 DID Nos			UEPDC	ND4	0.00										
		DID Nos, Non-consecutive DID Nos , Per No			UEPDC	ND5	0.00										
		Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00								
		Reserve DID Nos			UEPDC	NDV	0.00	0.00	0.00								
Dedicated DS1 (Interoffice Channel Mileage) -																	
FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																	
		Interoffice Channel Mileage-Fixed rate 0-8 miles (Facilities Term)			UEPDC	1LNO1	75.83	145.98	109.85	19.66	14.99						
		Interoffice Channel Mileage-Add'l rate per mile-0-8 miles			UEPDC	1LNOA	0.3525	0.00	0.00								
		Interoffice Channel Mileage-Fixed rate 9-25 miles (Facilities Term)			UEPDC	1LNO2	0.00	0.00	0.00								
		Interoffice Channel Mileage-Add'l rate per mile-9-25 miles			UEPDC	1LNOB	0.3525	0.00	0.00								
		Interoffice Channel Mileage-Fixed rate 25+ miles (Facilities Term)			UEPDC	1LNO3	0.00	0.00	0.00								
		Interoffice Channel Mileage-Add'l rate per mile-25+ miles			UEPDC	1LNOC	0.3525	0.00	0.00								
		Local No Portability, per DSO Activated			UEPDC	LNPCP	3.15	0.00	0.00								
		Central Office Terminating Point			UEPDC	CTG	0.00										
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																	
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																	
A system can have various rate combinations based on type and number of ports used																	
UNE DS1 Loop																	
		4W DS1 Loop-UNE Zone 1		1	UEPMG	USLDC	57.73	0.00	0.00								
		4W DS1 Loop-UNE Zone 2		2	UEPMG	USLDC	75.40	0.00	0.00								
		4W DS1 Loop-UNE Zone 3		3	UEPMG	USLDC	98.59	0.00	0.00								
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																	
		24 DSO Channel Capacity-1 per DS1			UEPMG	VUM24	131.87	0.00	0.00					30.89	7.03		
		48 DSO Channel Capacity-1 per 2 DS1s			UEPMG	VUM48	263.74	0.00	0.00					30.89	7.03		
		96 DSO Channel Capacity-1per 4 DS1s			UEPMG	VUM96	527.48	0.00	0.00					30.89	7.03		
		144 DSO Channel Capacity-1 per 6 DS1s			UEPMG	VUM14	791.42	0.00	0.00					30.89	7.03		
		192 DSO Channel Capacity-1 per 8 DS1s			UEPMG	VUM19	827.76	0.00	0.00					30.89	7.03		
		240 DSO Channel Capacity-1 per 10 DS1s			UEPMG	VUM20	1,318.70	0.00	0.00					30.89	7.03		
		288 DSO Channel Capacity-1 per 12 DS1s			UEPMG	VUM28	1,582.44	0.00	0.00					30.89	7.03		
		384 DSO Channel Capacity-1 per 16 DS1s			UEPMG	VUM38	2,109.92	0.00	0.00					30.89	7.03		
		480 DSO Channel Capacity-1 per 20 DS1s			UEPMG	VUM40	2,637.40	0.00	0.00					30.89	7.03		

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		NRC Disconnect				OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN		
	576 DS0 Channel Capacity-1 per 24 DS1s			UEPMG	VUM57	3,164.88	0.00	0.00					30.89	7.03			
	672 DS0 Channel Capacity-1 per 28 DS1s			UEPMG	VUM67	3,692.36	0.00	0.00					30.89	7.03			
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System																	
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																	
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																	
	NRC-Conversion (Currently Combined) w or w/o BST Allowed Changes-Top 8 MSAs Only			UEPMG	USAC4	0.00	303.61	15.74					30.89	7.03			
System Additions Where Currently Combined and New (Not Currently Combined)																	
	In Density Zone 1 Top 8 MSAs																
	1 DS1/D4 Channel Bank-Add NRC for each Port & Assoc Fea Activation-			UEPMG	VUMD4	0.00	704.68	441.48	138.36	16.41			30.89	7.03			
Bipolar 8 Zero Substitution																	
	Clear Channel Capability Format, superframe-Subsqnt Activity Only			UEPMG	CCOSF	0.00	0.00	590.00									
	Clear Channel Capability Format-Extended Superframe-Subsqnt Activity Only			UEPMG	CCOEF	0.00	0.00	590.00									
Alternate Mark Inversion (AMI)																	
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00									
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00									
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																	
Exchange Ports																	
	Line Side Combination Channelized PBX Trunk Port-Business			UEPPX	UEPCX	14.00	0.00	0.00	0.00	0.00			30.89	7.03			
	Line Side Outward Channelized PBX Trunk Port-Business			UEPPX	UEPOX	14.00	0.00	0.00	0.00	0.00			30.89	7.03			
	Line Side Inward Only Channelized PBX Trunk Port w/o DID			UEPPX	UEP1X	14.00	0.00	0.00	0.00	0.00			30.89	7.03			
	2W Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	40.00	0.00	0.00	0.00	0.00			30.89	7.03			
	Unbundled Exchange Ports, 2W Channelized-Outdial			UEPPX	UEPCY	14.00	0.00	0.00	0.00	0.00			30.89	7.03			
	Unbundled Exchange Ports, 2W Channelized-Combination			UEPPX	UEPCT	14.00	0.00	0.00	0.00	0.00			30.89	7.03			
	Unbundled Exchange Ports, 2W Channelized-Outdial-TN Only-Calling Plan-Regionserv			UEPPX	UEPCZ	14.00	0.00	0.00	0.00	0.00			30.89	7.03			
	Unbundled Exchange Ports, 2W Channelized-2Way-TN Only-Calling Plan-Regionserv			UEPPX	UEPXV	14.00	0.00	0.00	0.00	0.00			30.89	7.03			
Feature Activations - Unbundled Loop Concentration																	
	Feature (Service) Activation for each Line Port Terminated in D4 Bank (includes Q.1.4, P.50.1, & P.50.498)			UEPPX	1PQWM	2.02	40.00	20.00	6.00	5.00							
	Feature (Service) Activation for each Trunk Port Terminated in D4 Bank (includes Q.1.4, P.50.1, & P.50.498)			UEPPX	1PQWU	2.02	110.00	30.00	75.00	15.00							
Telephone Number/ Group Establishment Charges for DID Service																	
	DID Trunk Term (1 per Port)			UEPPX	NDT	0.00	0.00	0.00									
	DID Nos-groups of 20-Valid all States			UEPPX	ND4	0.00	0.00	0.00									
	Non-Consecutive DID Nos-per No			UEPPX	ND5	0.00	0.00	0.00									
	Reserve Non-Consecutive DID Nos			UEPPX	ND6	0.00	0.00	0.00									
	Reserve DID Nos			UEPPX	NDV	0.00	0.00	0.00									
Local Number Portability																	
	Local No Portability-1 per port			UEPPX	LNPCP	3.15	0.00	0.00									
FEATURES - Vertical and Optional																	
Local Switching Features Offered with Line Side Ports Only																	
	All Features Available			UEPPX	UEPVF	0.00	0.00	0.00									
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																	
1. Cost Based Rates are applied where BellSouth is required by FCC and/or Commission rule to provide Unbundled Local Switching or Switch Ports.																	
2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																	
3. End Office & Tandem Switching Usage & Common Transport Usage rates in the Port section of this exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																	
4. The first & additional Port NRC charges apply to Not Currently Combined Combos. For Currently Combined Combos, the NRC charges shall be those identified in the NRC - Currently Combined sections. Add'l NRCs may apply also and are categorized accordingly.																	
5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.																	
UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)																	
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																	
UNE Port/Loop Combination Rates (Non-Design)																	
	2W VG Loop/2W VG Port (Centrex) Port Combo-Non-Design		1	UEP91		14.18											
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		2	UEP91		18.01											
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		3	UEP91		23.02											

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
									Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
										First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	
	UNE Port/Loop Combination Rates (Design)																		
		2W VG Loop/2W VG Port (Centrex) Port Combo-Design		1	UEP91			18.26											
		2W VG Loop/2W VG Port (Centrex)Port Combo-Design		2	UEP91			23.33											
		2W VG Loop/2W VG Port (Centrex)Port Combo-Design		3	UEP91			29.98											
	UNE Loop Rate																		
		2W VG Loop (SL 1)-Zone 1		1	UEP91	UECS1		12.48											
		2W VG Loop (SL 1)-Zone 2		2	UEP91	UECS1		16.31											
		2W VG Loop (SL 1)-Zone 3		3	UEP91	UECS1		21.32											
		2W VG Loop (SL 2)-Zone 1		1	UEP91	UECS2		16.56											
		2W VG Loop (SL 2)-Zone 2		2	UEP91	UECS2		21.63											
		2W VG Loop (SL 2)-Zone 3		3	UEP91	UECS2		28.28											
	UNE Ports																		
	All States (Except NC and SC)																		
		2W VG Port (Centrex) Basic Local Area			UEP91	UEPYA		1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		2W VG Port (Centrex 800 Term)Basic Local Area			UEP91	UEPYB		1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		2W VG Port (Centrex w Caller ID)1Basic Local Area			UEP91	UEPYH		1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		2W VG Port (Centrex from diff SWC)2 Basic Local Area			UEP91	UEPYM		1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		2W VG Port, Diff SWC-800 Service Term-Basic Local Area			UEP91	UEPYZ		1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		2W VG Port terminated in on Megalink or equivalent-Basic Local Area			UEP91	UEPY9		1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		2W VG Port Terminated on 800 Service Term-Basic Local Area			UEP91	UEPY2		1.70	22.14	15.25	8.45	3.91		30.89	7.03				
	AL, KY, LA, MS, & TN Only																		
		2W VG Port (Centrex)			UEP91	UEPQA		1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		2W VG Port (Centrex 800 Term)			UEP91	UEPQB		1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		2W VG Port (Centrex w Caller ID)1			UEP91	UEPQH		1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		2W VG Port (Centrex from diff SWC)2			UEP91	UEPQM		1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		2W VG Port, Diff SWC-800 Service Term			UEP91	UEPQZ		1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		2W VG Port terminated in on Megalink or equivalent			UEP91	UEPQ9		1.70	22.14	15.25	8.45	3.91		30.89	7.03				
		2W VG Port Terminated on 800 Service Term			UEP91	UEPQ2		1.70	22.14	15.25	8.45	3.91		30.89	7.03				
	Local Switching																		
		Centrex Intercom Functionality, per port			UEP91	URECS		0.6381											
	Local Number Portability																		
		Local No Portability (1 per port)			UEP91	LNPPC		0.35											
	Features																		
		All Standard Features Offered, per port			UEP91	UEPVF		0.00						30.89	7.03				
		All Select Features Offered, per port			UEP91	UEPVS		0.00	433.78					30.89	7.03				
		All Centrex Control Features Offered, per port			UEP91	UEPVC		0.00						30.89	7.03				
	NARS																		
		Unbundled Network Access Register-Combination			UEP91	UARCX		0.00	0.00	0.00				30.89	7.03				
		Unbundled Network Access Register-Indial			UEP91	UAR1X		0.00	0.00	0.00				30.89	7.03				
		Unbundled Network Access Register-Outdial			UEP91	UAROY		0.00	0.00	0.00				30.89	7.03				
	Miscellaneous Terminations																		
	2-Wire Trunk Side																		
		Trunk Side Terms, each			UEP91	CENA6		8.78	22.14	15.25	8.45	3.91		30.89	7.03				
	Interoffice Channel Mileage - 2-Wire																		
		Interoffice Channel Facilities Term-VG			UEP91	M1GBC		18.58	22.14	15.25	8.45	3.91		30.89	7.03				
		Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM		0.0174											
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																		
	D4 Channel Bank Feature Activations																		
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS		0.66											
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6		0.66											
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7		0.66											
		Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different WC			UEP91	1PQWP		0.66											
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV		0.66											
		Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP91	1PQWQ		0.66											
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA		0.66											
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																		
		Conversion-Currently Combined Switch-As-ls w allowed changes, per port			UEP91	USAC2			1.03	0.29				30.89	7.03				
		New Centrex Standard Common Block			UEP91	M1ACS		0.00	658.60					30.89	7.03				
		New Centrex Customized Common Block			UEP91	M1ACC		0.00	658.60					30.89	7.03				
		Secondary Block, per Block			UEP91	M2CC1		0.00	73.55					30.89	7.03				

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN
	NAR Establishment Charge, Per Occasion			UEP91	URECA		68.57				30.89	7.03			
	UNE-P CENTREX - 5ESS (Valid in All States)														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo														
	UNE Port/Loop Combination Rates (Non-Design)														
	2W VG Loop/2W VG Port (Centrex) Port Combo-Non-Design		1	UEP95		14.18									
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		2	UEP95		18.01									
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		3	UEP95		23.02									
	UNE Port/Loop Combination Rates (Design)														
	2W VG Loop/2W VG Port (Centrex) Port Combo-Design		1	UEP95		18.26									
	2W VG Loop/2W VG Port (Centrex)Port Combo-Design		2	UEP95		23.33									
	2W VG Loop/2W VG Port (Centrex)Port Combo-Design		3	UEP95		29.98									
	UNE Loop Rate														
	2W VG Loop (SL 1)-Zone 1		1	UEP95	UECS1	12.48									
	2W VG Loop (SL 1)-Zone 2		2	UEP95	UECS1	16.31									
	2W VG Loop (SL 1)-Zone 3		3	UEP95	UECS1	21.32									
	2W VG Loop (SL 2)-Zone 1		1	UEP95	UECS2	16.56									
	2W VG Loop (SL 2)-Zone 2		2	UEP95	UECS2	21.63									
	2W VG Loop (SL 2)-Zone 3		3	UEP95	UECS2	28.28									
	UNE Port Rate														
	All States														
	2W VG Port (Centrex) Basic Local Area			UEP95	UEPYA	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W VG Port (Centrex 800 Term)			UEP95	UEPYB	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W VG Port (Centrex w Caller ID)1Basic Local Area			UEP95	UEPYH	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W VG Port (Centrex from diff SWC)2 Basic Local Area			UEP95	UEPYM	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W VG Port, Diff SWC-800 Service Term-Basic Local Area			UEP95	UEPYZ	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W VG Port terminated in on Megalink or equivalent-Basic Local Area			UEP95	UEPY9	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W VG Port Terminated on 800 Service Term-Basic Local Area			UEP95	UEPY2	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	AL, KY, LA, MS, SC, & TN Only														
	2W VG Port (Centrex)			UEP95	UEPQA	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W VG Port (Centrex 800 Term)			UEP95	UEPQB	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W VG Port (Centrex w Caller ID)1			UEP95	UEPQH	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W VG Port (Centrex from diff SWC)2			UEP95	UEPQM	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W VG Port, Diff SWC-800 Service Term			UEP95	UEPQZ	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W VG Port terminated in on Megalink or equivalent			UEP95	UEPQ9	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	2W VG Port Terminated on 800 Service Term			UEP95	UEPQ2	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
	Local Switching														
	Centrex Intercom Functionality, per port			UEP95	URECS	0.6381									
	Local Number Portability														
	Local No Portability (1 per port)			UEP95	LNPCC	0.35									
	Features														
	All Standard Features Offered, per port			UEP95	UEPVF	0.00					30.89	7.03			
	All Select Features Offered, per port			UEP95	UEPVS	0.00	433.78				30.89	7.03			
	All Centrex Control Features Offered, per port			UEP95	UEPVC	0.00					30.89	7.03			
	NARS														
	Unbundled Network Access Register-Combination			UEP95	UARCX	0.00	0.00	0.00			30.89	7.03			
	Unbundled Network Access Register-Indial			UEP95	UAR1X	0.00	0.00	0.00			30.89	7.03			
	Unbundled Network Access Register-Outdial			UEP95	UAROY	0.00	0.00	0.00			30.89	7.03			
	Miscellaneous Terminations														
	2-Wire Trunk Side														
	Trunk Side Terms, each			UEP95	CEND6	8.78	47.75	47.01	9.21	8.47	30.89	7.03			
	4-Wire Digital (1.544 Megabits)														
	DS1 Circuit Terms, each			UEP95	M1HD1	35.55	75.93	38.15			30.89	7.03			
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	108.67				30.89	7.03			
	Interoffice Channel Mileage - 2-Wire														
	Interoffice Channel Facilities Term			UEP95	MIGBC	18.58	22.14	15.25	8.45	3.91	30.89	7.03			
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	MIGBM	0.0174									
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service														
	D4 Channel Bank Feature Activations														
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.66									
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.66									

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.66									
	Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different WC			UEP95	1PQWP	0.66									
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.66									
	Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP95	1PQWQ	0.66									
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.66									
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex														
	NRC Conversion Currently Combined Switch-As-Is w allowed changes, per port			UEP95	USAC2		1.03	0.29				30.89	7.03		
	New Centrex Standard Common Block			UEP95	M1ACS	0.00	658.60					30.89	7.03		
	New Centrex Customized Common Block			UEP95	M1ACC	0.00	658.60					30.89	7.03		
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	68.57					30.89	7.03		
	UNE-P CENTREX - DMS100 (Valid in All States)														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo														
	UNE Port/Loop Combination Rates (Non-Design)														
	2W VG Loop/2W VG Port (Centrex) Port Combo-Non-Design		1	UEP9D		14.18									
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		2	UEP9D		18.01									
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		3	UEP9D		23.02									
	UNE Port/Loop Combination Rates (Design)														
	2W VG Loop/2W VG Port (Centrex) Port Combo-Design		1	UEP9D		18.26									
	2W VG Loop/2W VG Port (Centrex)Port Combo-Design		2	UEP9D		23.33									
	2W VG Loop/2W VG Port (Centrex)Port Combo-Design		3	UEP9D		29.98									
	UNE Loop Rate														
	2W VG Loop (SL 1)-Zone 1		1	UEP9D	UECS1	12.48									
	2W VG Loop (SL 1)-Zone 2		2	UEP9D	UECS1	16.31									
	2W VG Loop (SL 1)-Zone 3		3	UEP9D	UECS1	21.32									
	2W VG Loop (SL 2)-Zone 1		1	UEP9D	UECS2	16.56									
	2W VG Loop (SL 2)-Zone 2		2	UEP9D	UECS2	21.63									
	2W VG Loop (SL 2)-Zone 3		3	UEP9D	UECS2	28.28									
	UNE Port Rate														
	ALL STATES														
	2W VG Port (Centrex) Basic Local Area			UEP9D	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2W VG Port (Centrex 800 Term)Basic Local Area			UEP9D	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2W VG Port (Centrex/EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2W VG Port (Centrex/EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2W VG Port (Centrex/EBS-M5209)3 Basic Local Area			UEP9D	UEPYE	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2W VG Port (Centrex/EBS-M5112)3 Basic Local Area			UEP9D	UEPYF	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2W VG Port (Centrex/EBS-M5312)3Basic Local Area			UEP9D	UEPYG	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2W VG Port (Centrex/EBS-M5008)3 Basic Local Area			UEP9D	UEPYT	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2W VG Port (Centrex/EBS-M5208)3 Basic Local Area			UEP9D	UEPYU	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2W VG Port (Centrex/EBS-M5216)3 Basic Local Area			UEP9D	UEPYV	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2W VG Port (Centrex/EBS-M5316)3 Basic Local Area			UEP9D	UEPY3	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2W VG Port (Centrex w Caller ID) Basic Local Area			UEP9D	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2W VG Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3 Basic Local Area			UEP9D	UEPYW	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2W VG Port (Centrex/Msg Wtg Lamp Indication)3 Basic Local Area			UEP9D	UEPYJ	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2W VG Port (Centrex from diff SWC) 2 Basic Local Area			UEP9D	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2W VG Port (Centrex/differ SWC/EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2W VG Port (Centrex/differ SWC/EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2W VG Port (Centrex/differ SWC/EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2W VG Port (Centrex/differ SWC/EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2W VG Port (Centrex/differ SWC/EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPY4	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2W VG Port (Centrex/differ SWC/EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY5	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2W VG Port (Centrex/differ SWC/EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY6	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2W VG Port (Centrex/differ SWC/EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY7	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2W VG Port, Diff SWC-800 Service Term			UEP9D	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2W VG Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	2W VG Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
	AL, KY, LA, MS, SC, & TN Only														
	2W VG Port (Centrex)			UEP9D	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03		

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect				OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2W VG Port (Centrex 800 Term)			UEP9D	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex/EBS-PSET)3			UEP9D	UEPQC	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex/EBS-M5009)3			UEP9D	UEPQD	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex/EBS-M5209)3			UEP9D	UEPQE	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex/EBS-M5112)3			UEP9D	UEPQF	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex/EBS-M5312)3			UEP9D	UEPQG	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex/EBS-M5008)3			UEP9D	UEPQT	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex/EBS-M5208)3			UEP9D	UEPQU	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex/EBS-M5216)3			UEP9D	UEPQV	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex/EBS-M5316)3			UEP9D	UEPQ3	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex w Caller ID)			UEP9D	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPQW	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPQJ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex from diff SWC) 2			UEP9D	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex/differ SWC/EBS-PSET)2, 3			UEP9D	UEPQO	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex/differ SWC/EBS-M5009)2, 3			UEP9D	UEPQP	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex/differ SWC/EBS-5209)2, 3			UEP9D	UEPQQ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex/differ SWC/EBS-M5112)2, 3			UEP9D	UEPQR	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex/differ SWC/EBS-M5312)2, 3			UEP9D	UEPQS	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex/differ SWC/EBS-M5008)2, 3			UEP9D	UEPQ4	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex/differ SWC/EBS-M5208)2, 3			UEP9D	UEPQ5	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex/differ SWC/EBS-M5216)2, 3			UEP9D	UEPQ6	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex/differ SWC/EBS-M5316)2, 3			UEP9D	UEPQ7	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port, Diff SWC-800 Service Term			UEP9D	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	Local Switching															
	Centrex Intercom Functionality, per port			UEP9D	URECS	0.6381										
	Local Number Portability															
	Local No Portability (1 per port)			UEP9D	LNPCC	0.35										
	Features															
	All Standard Features Offered, per port			UEP9D	UEPVF	0.00						30.89	7.03			
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	433.78					30.89	7.03			
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	0.00						30.89	7.03			
	NARS															
	Unbundled Network Access Register-Combination			UEP9D	UARCX	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register-Inward			UEP9D	UAR1X	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register-Outdial			UEP9D	UAROY	0.00	0.00	0.00				30.89	7.03			
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terms, each			UEP9D	CEND6	8.78	22.14	15.25	8.45	3.91		30.89	7.03			
	4-Wire Digital (1.544 Megabits)															
	DS1 Circuit Terms, each			UEP9D	M1HD1	35.55	75.93	38.15				30.89	7.03			
	DS0 Channels Activated per Channel			UEP9D	M1HDO	0.00	108.67					30.89	7.03			
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Term			UEP9D	MIGBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.0174										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different WC			UEP9D	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP9D	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is w allowed changes, per port			UEP9D	USAC2		1.03	0.29				30.89	7.03			
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	658.60					30.89	7.03			

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UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per Elec LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different WC			UEP9E	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjle Line/Trunk Loop Slot			UEP9E	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is w allowed changes, per port			UEP9E	USAC2		1.03	0.29				30.89	7.03			
	New Centrex Standard Common Block			UEP9E	M1ACS	0.00	658.60					30.89	7.03			
	New Centrex Customized Common Block			UEP9E	M1ACC	0.00	658.60					30.89	7.03			
	NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	68.57					30.89	7.03			
	UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2W VG Loop/2W VG Port (Centrex) Port Combo-Non-Design		1	UEP93		14.18										
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		2	UEP93		18.01										
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		3	UEP93		23.02										
	UNE Port/Loop Combination Rates (Design)															
	2W VG Loop/2W VG Port (Centrex) Port Combo-Design		1	UEP93		18.26										
	2W VG Loop/2W VG Port (Centrex)Port Combo-Design		2	UEP93		23.33										
	2W VG Loop/2W VG Port (Centrex)Port Combo-Design		3	UEP93		29.98										
	UNE Loop Rate															
	2W VG Loop (SL 1)-Zone 1		1	UEP93	UECS1	12.48										
	2W VG Loop (SL 1)-Zone 2		2	UEP93	UECS1	16.31										
	2W VG Loop (SL 1)-Zone 3		3	UEP93	UECS1	21.32										
	2W VG Loop (SL 2)-Zone 1		1	UEP93	UECS2	16.56										
	2W VG Loop (SL 2)-Zone 2		2	UEP93	UECS2	21.63										
	2W VG Loop (SL 2)-Zone 3		3	UEP93	UECS2	28.28										
	UNE Port Rate															
	AL, KY, LA, MS, & TN only															
	2W VG Port (Centrex) Basic Local Area			UEP93	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex 800 Term)Basic Local Area			UEP93	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex w Caller ID)1Basic Local Area			UEP93	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex from diff SWC)2 Basic Local Area			UEP93	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port, Diff SWC-800 Service Term-Basic Local Area			UEP93	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port terminated in on Megalink or equivalent-Basic Local Area			UEP93	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port Terminated on 800 Service Term-Basic Local Area			UEP93	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex)			UEP93	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex 800 Term)			UEP93	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex w Caller ID)1			UEP93	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port (Centrex from diff SWC)2			UEP93	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port, Diff SWC-800 Service Term			UEP93	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port terminated in on Megalink or equivalent			UEP93	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2W VG Port Terminated on 800 Service Term			UEP93	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	Local Switching															
	Centrex Intercom Functionality, per port			UEP93	URECS	0.6381										
	Local Number Portability															
	Local No Portability (1 per port)			UEP93	LNCCC	0.35										
	Features															
	All Standard Features Offered, per port			UEP93	UEPVF	0.00										
	All Centrex Control Features Offered, per port			UEP93	UEPVC	0.00										
	NARS															
	Unbundled Network Access Register-Combination			UEP93	UARCX	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register-Indial			UEP93	UAR1X	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register-Outdial			UEP93	UAROY	0.00	0.00	0.00				30.89	7.03			
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terms, each			UEP93	CEND6	8.78	22.14	15.25	8.45	3.91		30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
										First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	
	4-Wire Digital (1.544 Megabits)																		
	DS1 Circuit Terms, each						UEP93	M1HD1	35.55	75.93	38.15				30.89	7.03			
	DS0 Channels Activated, Per Channel						UEP93	M1HDO	0.00	108.67					30.89	7.03			
	Interoffice Channel Mileage - 2-Wire																		
	Interoffice Channel Facilities Term						UEP93	MIGBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
	Interoffice Channel mileage, per mile or fraction of mile						UEP93	MIGBM	0.0174										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																		
	D4 Channel Bank Feature Activations																		
	Feature Activation on D-4 Channel Bank Centrex Loop Slot						UEP93	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX Line Side Loop Slot						UEP93	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot						UEP93	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different WC						UEP93	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot						UEP93	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot						UEP93	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot						UEP93	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																		
	NRC Conversion Currently Combined Switch-As-Is w allowed changes, per port						UEP93	USAC2		1.03	0.29				30.89	7.03			
	New Centrex Standard Common Block						UEP93	M1ACS	0.00	658.60					30.89	7.03			
	New Centrex Customized Common Block						UEP93	M1ACC	0.00	658.60					30.89	7.03			
	NAR Establishment Charge, Per Occasion						UEP93	URECA		68.57					30.89	7.03			
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - MARKET RATES																			
1. Market Rates are applied where BellSouth is not required by FCC and/or Commission rule to provide Unbundled Local Switching or Switch Ports.																			
2. Recurring Charges for all Standard Centrex and Centrex Control Features are Included in the Market Rate																			
3. End Office & Tandem Switching Usage & Common Transport Usage rates in the Port section of this exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																			
4. The first & additional Port NRC charges apply to Not Currently Combined Combos. For Currently Combined Combos, the NRC charges shall be those identified in the NRC - Currently Combined sections. Add'l NRCs may apply also and are categorized accordingly.																			
UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)																			
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																			
UNE Port/Loop Combination Rates (Non-Design)																			
	2W VG Loop/2W VG Port (Centrex) Port Combo-Non-Design				1		UEP91		26.48										
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design				2		UEP91		30.31										
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design				3		UEP91		35.32										
UNE Port/Loop Combination Rates (Design)																			
	2W VG Loop/2W VG Port (Centrex) Port Combo-Design				1		UEP91		30.56										
	2W VG Loop/2W VG Port (Centrex)Port Combo-Design				2		UEP91		35.63										
	2W VG Loop/2W VG Port (Centrex)Port Combo-Design				3		UEP91		42.28										
UNE Loop Rate																			
	2W VG Loop (SL 1)-Zone 1				1		UEP91	UECS1	12.48										
	2W VG Loop (SL 1)-Zone 2				2		UEP91	UECS1	16.31										
	2W VG Loop (SL 1)-Zone 3				3		UEP91	UECS1	21.32										
	2W VG Loop (SL 2)-Zone 1				1		UEP91	UECS2	16.56										
	2W VG Loop (SL 2)-Zone 2				2		UEP91	UECS2	21.63										
	2W VG Loop (SL 2)-Zone 3				3		UEP91	UECS2	28.28										
UNE Ports																			
All States (Except NC and SC)																			
	2W VG Port (Centrex) Basic Local Area						UEP91	UEPYA	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2W VG Port (Centrex 800 Term)Basic Local Area						UEP91	UEPYB	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2W VG Port (Centrex w Caller ID)1Basic Local Area						UEP91	UEPYH	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2W VG Port (Centrex from diff SWC)2 Basic Local Area						UEP91	UEPYM	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2W VG Port, Diff SWC-800 Service Term-Basic Local Area						UEP91	UEPYZ	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2W VG Port terminated in on Megalink or equivalent-Basic Local Area						UEP91	UEPY9	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2W VG Port Terminated on 800 Service Term-Basic Local Area						UEP91	UEPY2	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
AL, KY, LA, MS, & TN Only																			
	2W VG Port (Centrex)						UEP91	UEPQA	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2W VG Port (Centrex 800 Term)						UEP91	UEPQB	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2W VG Port (Centrex w Caller ID)1						UEP91	UEPQH	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2W VG Port (Centrex from diff SWC)2						UEP91	UEPQM	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2W VG Port, Diff SWC-800 Service Term						UEP91	UEPQZ	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2W VG Port terminated in on Megalink or equivalent						UEP91	UEPQ9	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2W VG Port Terminated on 800 Service Term						UEP91	UEPQ2	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
Local Switching																			

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Centrex Intercom Functionality, per port			UEP91	URECS	0.6381										
	Local Number Portability															
	Local No Portability (1 per port)			UEP91	LNPCC	0.35										
	Features															
	All Standard Features Offered, per port			UEP91	UEPVF	0.00						30.89	7.03			
	All Select Features Offered, per port			UEP91	UEPVS	0.00	433.78					30.89	7.03			
	All Centrex Control Features Offered, per port			UEP91	UEPVC	0.00						30.89	7.03			
	NARS															
	Unbundled Network Access Register-Combination			UEP91	UARCX	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register-Indial			UEP91	UAR1X	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register-Outdial			UEP91	UAROX	0.00	0.00	0.00				30.89	7.03			
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terms, each			UEP91	CENA6	8.78	90.00	45.00	20.00	10.00		30.89	7.03			
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Term-VG			UEP91	M1GBC	18.58	90.00	45.00	20.00	10.00		30.89	7.03			
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.0174										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different WC			UEP91	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP91	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	Conversion-Currently Combined Switch-As-ls w allowed changes, per port			UEP91	USAC2		1.03	0.29				30.89	7.03			
	New Centrex Standard Common Block			UEP91	M1ACS	0.00	658.60					30.89	7.03			
	New Centrex Customized Common Block			UEP91	M1ACC	0.00	658.60					30.89	7.03			
	Secondary Block, per Block			UEP91	M2CC1	0.00	73.55					30.89	7.03			
	NAR Establishment Charge, Per Occasion			UEP91	URECA		68.57					30.89	7.03			
	UNE-P CENTREX - 5ESS (Valid in All States)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2W VG Loop/2W VG Port (Centrex) Port Combo-Non-Design		1	UEP95		26.48										
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		2	UEP95		30.31										
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		3	UEP95		35.32										
	UNE Port/Loop Combination Rates (Design)															
	2W VG Loop/2W VG Port (Centrex) Port Combo-Design		1	UEP95		30.56										
	2W VG Loop/2W VG Port (Centrex)Port Combo-Design		2	UEP95		35.63										
	2W VG Loop/2W VG Port (Centrex)Port Combo-Design		3	UEP95		42.28										
	UNE Loop Rate															
	2W VG Loop (SL 1)-Zone 1		1	UEP95	UECS1	12.48										
	2W VG Loop (SL 1)-Zone 2		2	UEP95	UECS1	16.31										
	2W VG Loop (SL 1)-Zone 3		3	UEP95	UECS1	21.32										
	2W VG Loop (SL 2)-Zone 1		1	UEP95	UECS2	16.56										
	2W VG Loop (SL 2)-Zone 2		2	UEP95	UECS2	21.63										
	2W VG Loop (SL 2)-Zone 3		3	UEP95	UECS2	28.28										
	UNE Port Rate															
	All States															
	2W VG Port (Centrex) Basic Local Area			UEP95	UEPYA	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2W VG Port (Centrex 800 Term)			UEP95	UEPYB	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2W VG Port (Centrex w Caller ID)1Basic Local Area			UEP95	UEPYH	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2W VG Port (Centrex from diff SWC)2 Basic Local Area			UEP95	UEPYM	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2W VG Port, Diff SWC-800 Service Term-Basic Local Area			UEP95	UEPYZ	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2W VG Port terminated in on Megalink or equivalent-Basic Local Area			UEP95	UEPY9	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2W VG Port Terminated on 800 Service Term-Basic Local Area			UEP95	UEPY2	14.00	90.00	45.00	20.00	10.00		30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
										First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN
	AL, KY, LA, MS, SC, & TN Only																	
	2W VG Port (Centrex)						UEP95	UEPQA	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
	2W VG Port (Centrex 800 Term)						UEP95	UEPQB	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
	2W VG Port (Centrex w Caller ID)1						UEP95	UEPQH	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
	2W VG Port (Centrex from diff SWC)2						UEP95	UEPQM	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
	2W VG Port, Diff SWC-800 Service Term						UEP95	UEPQZ	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
	2W VG Port terminated in on Megalink or equivalent						UEP95	UEPQ9	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
	2W VG Port Terminated on 800 Service Term						UEP95	UEPQ2	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
	Local Switching																	
	Centrex Intercom Functionality, per port						UEP95	URECS	0.6381									
	Local Number Portability																	
	Local No Portability (1 per port)						UEP95	LNPPC	0.35									
	Features																	
	All Standard Features Offered, per port						UEP95	UEPVF	0.00						30.89	7.03		
	All Select Features Offered, per port						UEP95	UEPVS	0.00	433.78					30.89	7.03		
	All Centrex Control Features Offered, per port						UEP95	UEPVC	0.00						30.89	7.03		
	NARS																	
	Unbundled Network Access Register-Combination						UEP95	UARCX	0.00	0.00	0.00				30.89	7.03		
	Unbundled Network Access Register-Indial						UEP95	UAR1X	0.00	0.00	0.00				30.89	7.03		
	Unbundled Network Access Register-Outdial						UEP95	UAROY	0.00	0.00	0.00				30.89	7.03		
	Miscellaneous Terminations																	
	2-Wire Trunk Side																	
	Trunk Side Terms, each						UEP95	CEND6	8.78	47.75	47.01	9.21	8.47		30.89	7.03		
	4-Wire Digital (1.544 Megabits)																	
	DS1 Circuit Terms, each						UEP95	M1HD1	35.55	75.93	38.15				30.89	7.03		
	DS0 Channels Activated, each						UEP95	M1HDO	0.00	108.67					30.89	7.03		
	Interoffice Channel Mileage - 2-Wire																	
	Interoffice Channel Facilities Term						UEP95	MIGBC	18.58	90.00	45.00	20.00	10.00		30.89	7.03		
	Interoffice Channel mileage, per mile or fraction of mile						UEP95	MIGBM	0.0174									
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																	
	D4 Channel Bank Feature Activations																	
	Feature Activation on D-4 Channel Bank Centrex Loop Slot						UEP95	1PQWS	0.66									
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot						UEP95	1PQW6	0.66									
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot						UEP95	1PQW7	0.66									
	Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different WC						UEP95	1PQWP	0.66									
	Feature Activation on D-4 Channel Bank Private Line Loop Slot						UEP95	1PQWV	0.66									
	Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot						UEP95	1PQWQ	0.66									
	Feature Activation on D-4 Channel Bank WATS Loop Slot						UEP95	1PQWA	0.66									
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																	
	NRC Conversion Currently Combined Switch-As-Is w allowed changes, per port						UEP95	USAC2		1.03	0.29				30.89	7.03		
	New Centrex Standard Common Block						UEP95	M1ACS	0.00	658.60					30.89	7.03		
	New Centrex Customized Common Block						UEP95	M1ACC	0.00	658.60					30.89	7.03		
	NAR Establishment Charge, Per Occasion						UEP95	URECA	0.00	68.57					30.89	7.03		
	UNE-P CENTREX - DMS100 (Valid in All States)																	
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																	
	UNE Port/Loop Combination Rates (Non-Design)																	
	2W VG Loop/2W VG Port (Centrex) Port Combo-Non-Design				1		UEP9D		26.48									
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design				2		UEP9D		30.31									
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design				3		UEP9D		35.32									
	UNE Port/Loop Combination Rates (Design)																	
	2W VG Loop/2W VG Port (Centrex) Port Combo-Design				1		UEP9D		30.56									
	2W VG Loop/2W VG Port (Centrex)Port Combo-Design				2		UEP9D		35.63									
	2W VG Loop/2W VG Port (Centrex)Port Combo-Design				3		UEP9D		42.28									
	UNE Loop Rate																	
	2W VG Loop (SL 1)-Zone 1				1		UEP9D	UECS1	12.48									
	2W VG Loop (SL 1)-Zone 2				2		UEP9D	UECS1	16.31									
	2W VG Loop (SL 1)-Zone 3				3		UEP9D	UECS1	21.32									
	2W VG Loop (SL 2)-Zone 1				1		UEP9D	UECS2	16.56									
	2W VG Loop (SL 2)-Zone 2				2		UEP9D	UECS2	21.63									

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Local Switching															
	Centrex Intercom Functionality, per port			UEP9D	URECS	0.6381										
	Local Number Portability															
	Local No Portability (1 per port)			UEP9D	LNPCC	0.35										
	Features															
	All Standard Features Offered, per port			UEP9D	UEPVF	0.00					30.89	7.03				
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	433.78				30.89	7.03				
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	0.00					30.89	7.03				
	NARS															
	Unbundled Network Access Register-Combination			UEP9D	UARCX	0.00	0.00	0.00			30.89	7.03				
	Unbundled Network Access Register-Inward			UEP9D	UAR1X	0.00	0.00	0.00			30.89	7.03				
	Unbundled Network Access Register-Outdial			UEP9D	UAROY	0.00	0.00	0.00			30.89	7.03				
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terms, each			UEP9D	CEND6	8.78	90.00	45.00	20.00	10.00	30.89	7.03				
	4-Wire Digital (1.544 Megabits)															
	DS1 Circuit Terms, each			UEP9D	M1HD1	35.55	75.93	38.15			30.89	7.03				
	DS0 Channels Activated per Channel			UEP9D	M1HDO	0.00	108.67				30.89	7.03				
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Term			UEP9D	MIGBC	18.58	90.00	45.00	20.00	10.00	30.89	7.03				
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.0174										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different WC			UEP9D	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP9D	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is w allowed changes, per port			UEP9D	USAC2		1.03	0.29			30.89	7.03				
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	658.60				30.89	7.03				
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	658.60				30.89	7.03				
	NAR Establishment Charge, Per Occasion			UEP9D	URECA		68.57				30.89	7.03				
	UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2W VG Loop/2W VG Port (Centrex) Port Combo-Non-Design		1	UEP9E		26.48										
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		2	UEP9E		30.31										
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design		3	UEP9E		35.32										
	UNE Port/Loop Combination Rates (Design)															
	2W VG Loop/2W VG Port (Centrex) Port Combo-Design		1	UEP9E		30.56										
	2W VG Loop/2W VG Port (Centrex)Port Combo-Design		2	UEP9E		35.63										
	2W VG Loop/2W VG Port (Centrex)Port Combo-Design		3	UEP9E		42.28										
	UNE Loop Rate															
	2W VG Loop (SL 1)-Zone 1		1	UEP9E	UECS1	12.48										
	2W VG Loop (SL 1)-Zone 2		2	UEP9E	UECS1	16.31										
	2W VG Loop (SL 1)-Zone 3		3	UEP9E	UECS1	21.32										
	2W VG Loop (SL 2)-Zone 1		1	UEP9E	UECS2	16.56										
	2W VG Loop (SL 2)-Zone 2		2	UEP9E	UECS2	21.63										
	2W VG Loop (SL 2)-Zone 3		3	UEP9E	UECS2	28.28										
	UNE Port Rate															
	AL, FL, KY, LA, MS, & TN only															
	2W VG Port (Centrex) Basic Local Area			UEP9E	UEPYA	14.00	90.00	45.00	20.00	10.00	30.89	7.03				
	2W VG Port (Centrex 800 Term)Basic Local Area			UEP9E	UEPYB	14.00	90.00	45.00	20.00	10.00	30.89	7.03				
	2W VG Port (Centrex w Caller ID)1Basic Local Area			UEP9E	UEPYH	14.00	90.00	45.00	20.00	10.00	30.89	7.03				
	2W VG Port (Centrex from diff SWC)2 Basic Local Area			UEP9E	UEPYM	14.00	90.00	45.00	20.00	10.00	30.89	7.03				
	2W VG Port, Diff SWC-800 Service Term-Basic Local Area			UEP9E	UEPYZ	14.00	90.00	45.00	20.00	10.00	30.89	7.03				
	2W VG Port terminated in on Megalink or equivalent-Basic Local Area			UEP9E	UEPY9	14.00	90.00	45.00	20.00	10.00	30.89	7.03				
	2W VG Port Terminated on 800 Service Term-Basic Local Area			UEP9E	UEPY2	14.00	90.00	45.00	20.00	10.00	30.89	7.03				

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
										First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
	AL, KY, LA, MS, & TN Only																	
	2W VG Port (Centrex)						UEP9E	UEPQA	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
	2W VG Port (Centrex 800 Term)						UEP9E	UEPQB	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
	2W VG Port (Centrex w Caller ID)1						UEP9E	UEPQH	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
	2W VG Port (Centrex from diff SWC)2						UEP9E	UEPQM	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
	2W VG Port, Diff SWC-800 Service Term						UEP9E	UEPQZ	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
	2W VG Port terminated in on Megalink or equivalent						UEP9E	UEPQ9	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
	2W VG Port Terminated on 800 Service Term						UEP9E	UEPQ2	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
	Local Switching																	
	Centrex Intercom Functionality, per port						UEP9E	URECS	0.6381									
	Local Number Portability																	
	Local No Portability (1 per port)						UEP9E	LNPPC	0.35									
	Features																	
	All Standard Features Offered, per port						UEP9E	UEPVF	0.00						30.89	7.03		
	All Select Features Offered, per port						UEP9E	UEPVS	0.00	433.78					30.89	7.03		
	All Centrex Control Features Offered, per port						UEP9E	UEPVC	0.00						30.89	7.03		
	NARS																	
	Unbundled Network Access Register-Combination						UEP9E	UARCX	0.00	0.00	0.00				30.89	7.03		
	Unbundled Network Access Register-Indial						UEP9E	UAR1X	0.00	0.00	0.00				30.89	7.03		
	Unbundled Network Access Register-Outdial						UEP9E	UAROY	0.00	0.00	0.00				30.89	7.03		
	Miscellaneous Terminations																	
	2-Wire Trunk Side																	
	Trunk Side Terms, each						UEP9E	CEND6	8.78	90.00	45.00	20.00	10.00		30.89	7.03		
	4-Wire Digital (1.544 Megabits)																	
	DS1 Circuit Terms, each						UEP9E	M1HD1	35.55	75.93	38.15				30.89	7.03		
	DS0 Channel Activated Per Channel						UEP9E	M1HDO	0.00	108.67					30.89	7.03		
	Interoffice Channel Mileage - 2-Wire																	
	Interoffice Channel Facilities Term						UEP9E	MIGBC	18.58	90.00	45.00	20.00	10.00		30.89	7.03		
	Interoffice Channel mileage, per mile or fraction of mile						UEP9E	MIGBM	0.0174									
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																	
	D4 Channel Bank Feature Activations																	
	Feature Activation on D-4 Channel Bank Centrex Loop Slot						UEP9E	1PQWS	0.66									
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot						UEP9E	1PQW6	0.66									
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot						UEP9E	1PQW7	0.66									
	Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different WC						UEP9E	1PQWP	0.66									
	Feature Activation on D-4 Channel Bank Private Line Loop Slot						UEP9E	1PQWV	0.66									
	Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot						UEP9E	1PQWQ	0.66									
	Feature Activation on D-4 Channel Bank WATS Loop Slot						UEP9E	1PQWA	0.66									
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																	
	NRC Conversion Currently Combined Switch-As-Is w allowed changes, per port						UEP9E	USAC2		1.03	0.29				30.89	7.03		
	New Centrex Standard Common Block						UEP9E	M1ACS	0.00	658.60					30.89	7.03		
	New Centrex Customized Common Block						UEP9E	M1ACC	0.00	658.60					30.89	7.03		
	NAR Establishment Charge, Per Occasion						UEP9E	URECA	0.00	68.57					30.89	7.03		
	UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)																	
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																	
	UNE Port/Loop Combination Rates (Non-Design)																	
	2W VG Loop/2W VG Port (Centrex) Port Combo-Non-Design				1		UEP93		26.48									
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design				2		UEP93		30.31									
	2W VG Loop/2W VG Port (Centrex)Port Combo-Non-Design				3		UEP93		35.32									
	UNE Port/Loop Combination Rates (Design)																	
	2W VG Loop/2W VG Port (Centrex) Port Combo-Design				1		UEP93		30.56									
	2W VG Loop/2W VG Port (Centrex)Port Combo-Design				2		UEP93		35.63									
	2W VG Loop/2W VG Port (Centrex)Port Combo-Design				3		UEP93		42.28									
	UNE Loop Rate																	
	2W VG Loop (SL 1)-Zone 1				1		UEP93	UECS1	12.48									
	2W VG Loop (SL 1)-Zone 2				2		UEP93	UECS1	16.31									
	2W VG Loop (SL 1)-Zone 3				3		UEP93	UECS1	21.32									
	2W VG Loop (SL 2)-Zone 1				1		UEP93	UECS2	16.56									
	2W VG Loop (SL 2)-Zone 2				2		UEP93	UECS2	21.63									
	2W VG Loop (SL 2)-Zone 3				3		UEP93	UECS2	28.28									
	UNE Port Rate																	

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		NRC Disconnect				OSS Rates(\$)		
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
	AL, KY, LA, MS, & TN only														
	2W VG Port (Centrex) Basic Local Area			UEP93	UEPYA	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
	2W VG Port (Centrex 800 Term)Basic Local Area			UEP93	UEPYB	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
	2W VG Port (Centrex w Caller ID)1Basic Local Area			UEP93	UEPYH	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
	2W VG Port (Centrex from diff SWC)2 Basic Local Area			UEP93	UEPYM	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
	2W VG Port, Diff SWC-800 Service Term-Basic Local Area			UEP93	UEPYZ	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
	2W VG Port terminated in on Megalink or equivalent-Basic Local Area			UEP93	UEPY9	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
	2W VG Port Terminated on 800 Service Term-Basic Local Area			UEP93	UEPY2	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
	2W VG Port (Centrex)			UEP93	UEPQA	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
	2W VG Port (Centrex 800 Term)			UEP93	UEPQB	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
	2W VG Port (Centrex w Caller ID)1			UEP93	UEPQH	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
	2W VG Port (Centrex from diff SWC)2			UEP93	UEPQM	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
	2W VG Port, Diff SWC-800 Service Term			UEP93	UEPQZ	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
	2W VG Port terminated in on Megalink or equivalent			UEP93	UEPQ9	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
	2W VG Port Terminated on 800 Service Term			UEP93	UEPQ2	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
	Local Switching														
	Centrex Intercom Funtionality, per port			UEP93	URECS	0.6381									
	Local Number Portability														
	Local No Portability (1 per port)			UEP93	LNCCC	0.35									
	Features														
	All Standard Features Offered, per port			UEP93	UEPVF	0.00									
	All Centrex Control Features Offered, per port			UEP93	UEPVC	0.00									
	NARS														
	Unbundled Network Access Register-Combination			UEP93	UARCX	0.00	0.00	0.00				30.89	7.03		
	Unbundled Network Access Register-Indial			UEP93	UAR1X	0.00	0.00	0.00				30.89	7.03		
	Unbundled Network Access Register-Outdial			UEP93	UAROY	0.00	0.00	0.00				30.89	7.03		
	Miscellaneous Terminations														
	2-Wire Trunk Side														
	Trunk Side Terms, each			UEP93	CEND6	8.78	90.00	45.00	20.00	10.00		30.89	7.03		
	4-Wire Digital (1.544 Megabits)														
	DS1 Circuit Terms, each			UEP93	M1HD1	35.55	75.93	38.15				30.89	7.03		
	DS0 Channels Activated, Per Channel			UEP93	M1HDO	0.00	108.67					30.89	7.03		
	Interoffice Channel Mileage - 2-Wire														
	Interoffice Channel Facilities Term			UEP93	MIGBC	18.58	90.00	45.00	20.00	10.00		30.89	7.03		
	Interoffice Channel mileage, per mile or fraction of mile			UEP93	MIGBM	0.0174									
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service														
	D4 Channel Bank Feature Activations														
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.66									
	Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.66									
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.66									
	Feature Activation on D-4 Channel Bank Centrex Loop Slot-Different WC			UEP93	1PQWP	0.66									
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP93	1PQWV	0.66									
	Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP93	1PQWQ	0.66									
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP93	1PQWA	0.66									
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex														
	NRC Conversion Currently Combined Switch-As-Is w allowed changes, per port			UEP93	USAC2		1.03	0.29				30.89	7.03		
	New Centrex Standard Common Block			UEP93	M1ACS	0.00	658.60					30.89	7.03		
	New Centrex Customized Common Block			UEP93	M1ACC	0.00	658.60					30.89	7.03		
	NAR Establishment Charge, Per Occasion			UEP93	URECA		68.57					30.89	7.03		
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD														
	Note 2 - Requires Interoffice Channel Mileage														
	Note 3 - Requires Specific Customer Premises Equipment														
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.														

ATTACHMENT 3
NETWORK INTERCONNECTION

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NETWORK INTERCONNECTION

1. GENERAL

- 1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-bound Traffic, and exchange access (Switched Access Traffic) on the following terms:

2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT)

- 2.1 For purposes of this attachment only, the following terms shall have the definitions set forth below:
- 2.1.1 **Call Termination** has the meaning set forth for "termination" in 47CFR § 51.701(d).
- 2.1.2 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c).
- 2.1.3 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.
- 2.1.4 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide (LERG).
- 2.1.5 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.
- 2.1.6 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 2.1.7 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.
- 2.1.8 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and AFS.
- 2.1.9 **IntraLATA Toll Traffic** is as defined in Section 7 of this Attachment.
- 2.1.10 **ISP-bound Traffic** is as defined in Section 7 of this Attachment.

- 2.1.11 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.
- 2.1.12 **Local Traffic** is as defined in Section 7 of this Attachment.
- 2.1.13 **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.
- 2.1.14 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.
- 2.1.15 **Transit Traffic** is traffic originating on AFS' network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by BellSouth and delivered to AFS' network.

3. NETWORK INTERCONNECTION

- 3.1 This Attachment pertains only to the provision of network interconnection where AFS owns and provides its switch(es).
- 3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the BFR/NBR process set out in Attachment 11.
 - 3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic.
 - 3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.
 - 3.2.3 When first establishing the interconnection arrangement in each LATA, the location of the IP shall be established by mutual agreement of the Parties. In

selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties. If the Parties are unable to agree on the location of the IP, each Party will designate IPs for its originated traffic. Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-bound Traffic exceeds 8.9 million minutes per month for three consecutive months at the proposed location of the additional IP. BellSouth will not request the establishment of an IP where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic the Parties must agree to the location of the IP(s).

3.3 **Interconnection via Dedicated Facilities**

3.3.1 **Local Channel Facilities.** As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of Local Channel facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates.

3.3.2 **Dedicated Interoffice Facilities.** As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at BellSouth's applicable access tariff rates.

3.3.3 The facilities purchased pursuant to this Section 3 shall be ordered via the Access Service Request (ASR) process.

3.4 **Fiber Meet**

3.4.1 If AFS elects to interconnect with BellSouth pursuant to a Fiber Meet, AFS and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, AFS' SONET transmission system must be compatible with

BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.

- 3.4.2 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.
- 3.4.3 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the AFS Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification (CLLI) code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.
- 3.4.4 Upon verbal request by AFS, BellSouth shall allow AFS access to the fusion splice point for the Fiber Meet point for maintenance purposes on AFS' side of the Fiber Meet point.
- 3.4.5 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic. All other appropriate charges will apply. AFS shall be billed for a mixed use of the Local Channel as set forth in the appropriate tariff(s) using the PIU/PLF factors supplied by AFS. Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

4. INTERCONNECTION TRUNK GROUP ARCHITECTURES

- 4.1 BellSouth and AFS shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the LERG.
- 4.2 AFS shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of AFS' originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent AFS desires to deliver Local Traffic, ISP-bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which AFS has established interconnection trunk groups, AFS shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems.
- 4.2.1 Notwithstanding the forgoing, AFS shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where AFS has homed (i.e. assigned) its NPA/NXXs. AFS shall home its NPA/NXXs on the

BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. AFS shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.

- 4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on AFS' NXX access tandem homing arrangement as specified by AFS in the LERG.
- 4.4 Any AFS interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to AFS from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require AFS to submit a BFR/NBR via the BFR/NBR Process as set forth in Attachment 11.
- 4.5 Recurring and nonrecurring rates associated with interconnecting trunk groups between BellSouth and AFS are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate BellSouth tariff for switched access services.
- 4.6 For two-way trunk groups that carry only both Parties' Local and IntraLATA Toll Traffic, the Parties shall be compensated at 50% of the nonrecurring and recurring rates for dedicated trunks and DS1 facilities. AFS shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 4.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.
- 4.8 In cases where AFS is also an IXC, the IXC's Feature Group D (FGD) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Local Interconnection Switching Center (LISC) Project Management Group and AFS' equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 96 trunks on a single or multiple group(s) in a given BellSouth local calling area.
- 4.10 **Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic**

Upon mutual agreement of the Parties in a joint planning meeting, the Parties' shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic. AFS shall order such two-way trunks via the ASR process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts on a periodic basis. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party.

4.10.1 **BellSouth Access Tandem Interconnection**

BellSouth access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem (Intratandem Access). Access tandem interconnection is available for any of the following access tandem architectures.

4.10.1.1 **Basic Architecture**

In the basic architecture, AFS' originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between AFS and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between AFS and Independent Companies, IXC's, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which AFS desires to exchange traffic. This trunk group also carries AFS originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to AFS. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The basic architecture is illustrated in Exhibit B.

4.10.1.2 **One-Way Trunk Group Architecture**

In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for AFS-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for BellSouth end-users. A second one-way trunk group carries BellSouth-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined

for AFS end-users. A two-way trunk group provides Intratandem Access for AFS' originating and terminating Transit Traffic. This trunk group carries Transit Traffic between AFS and Independent Companies, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which AFS desires to exchange traffic. This trunk group also carries AFS originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to AFS. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.10.1.3 **Two-Way Trunk Group Architecture**

The two-way trunk group architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between AFS and BellSouth. In addition, a separate two-way transit trunk group must be established for AFS' originating and terminating Transit Traffic. This trunk group carries Transit Traffic between AFS and Independent Companies, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which AFS desires to exchange traffic. This trunk group also carries AFS originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to AFS. However, where AFS is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-bound Traffic and IntraLATA Toll Traffic. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.10.1.4 **Supergroup Architecture**

In the supergroup architecture, the Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and AFS' Transit Traffic are exchanged on a single two-way trunk group between AFS and BellSouth to provide Intratandem Access to AFS. This trunk group carries Transit Traffic between AFS and Independent Companies, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which AFS desires to exchange traffic. This trunk group also carries AFS originated Transit Traffic

transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to AFS. However, where AFS is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

4.10.1.5 Multiple Tandem Access Interconnection

- 4.10.1.5.1 Where AFS does not choose access tandem interconnection at every BellSouth access tandem within a LATA, AFS may utilize BellSouth's multiple tandem access interconnection (MTA). To utilize MTA AFS must establish an interconnection trunk group(s) at a BellSouth access tandem through multiple BellSouth access tandems within the LATA as required. BellSouth will route AFS' originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. AFS must also establish an interconnection trunk group(s) at all BellSouth access tandems where AFS NXXs are homed as described in Section 4.2.1 above. If AFS does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, AFS can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate AFS' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to end-users served through those BellSouth access tandems where AFS does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.
- 4.10.1.5.2 AFS may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an IXC. Switched access traffic originated by or terminated to AFS will be delivered to and from IXCs based on AFS' NXX access tandem homing arrangement as specified by AFS in the LERG.
- 4.10.1.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.
- 4.10.1.5.4 To the extent AFS does not purchase MTA in a LATA served by multiple access tandems, AFS must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent AFS routes its traffic

in such a way that utilizes BellSouth's MTA service without properly ordering MTA, AFS shall pay BellSouth the associated MTA charges.

4.10.2 **Local Tandem Interconnection**

4.10.2.1 Local Tandem Interconnection arrangement allows AFS to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of AFS-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.

4.10.2.2 When a specified local calling area is served by more than one BellSouth local tandem, AFS must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, AFS may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. AFS may deliver Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where AFS does not choose to establish an interconnection trunk group(s). It is AFS' responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to AFS' codes. Likewise, AFS shall obtain its routing information from the LERG.

4.10.2.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, AFS must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which AFS has NPA/NXXs homed for the delivery of IXC Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 GSST).

4.10.2.4 BellSouth's provisioning of Local Tandem Interconnection assumes that AFS has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

4.10.3 **Direct End Office-to-End Office Interconnection**

4.10.3.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic, ISP-bound

Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.

4.10.3.2 The Parties shall utilize direct end office-to-end office trunk groups under any one of the following conditions:

4.10.3.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between AFS and BellSouth.

4.10.3.2.2 Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between AFS' switch and a BellSouth end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

4.10.3.2.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

4.10.4 **Transit Traffic Trunk Group**

Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by AFS to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.

4.10.4.1 **Toll Free Traffic**

4.10.4.1.1 If AFS chooses BellSouth to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from BellSouth's switches, all AFS originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

4.10.4.1.2 AFS may choose to perform its own Toll Free database queries from its switch. In such cases, AFS will determine the nature of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a BellSouth local or intraLATA Toll Free call, AFS will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, AFS will route the post-query local or

intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and AFS shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, AFS will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to AFS' network but that are connected to BellSouth's access tandem.

- 4.10.5 All post-query Toll Free calls for which AFS performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

- 5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.
- 5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Where AFS chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (SS7), SS7 connectivity is required between the AFS switch and the BellSouth Signaling Transfer Point (STP). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.
- 5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- 5.4 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

- 5.5 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All SS7 signaling parameters will be provided, including but not limited to automatic number identification (ANI), originating line information (OLI) calling company category and charge number. All privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges.
- 5.6 Signaling Call Information. BellSouth and AFS will send and receive 10 digits for Local Traffic. Additionally, BellSouth and AFS will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.
- 5.7 **Forecasting for Trunk Provisioning**
- 5.7.1 Within six (6) months after execution of this Agreement, AFS shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within BellSouth's region. Upon receipt of AFS' forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.
- 5.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, AFS-to-BellSouth one-way trunks (AFS Trunks), BellSouth-to-AFS one-way trunks (Reciprocal Trunks) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop Reciprocal Trunk and/or two-way interconnection trunk forecast quantities.
- 5.7.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for AFS location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).
- 5.7.2 Once initial interconnection trunk forecasts have been developed, AFS shall continue to provide interconnection trunk forecasts on a semiannual basis or at

otherwise mutually agreeable intervals. AFS shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk and/or two-way interconnection trunk forecasts as described in Section 5.7.1.1.

- 5.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

5.8 **Trunk Utilization**

- 5.8.1 BellSouth and AFS shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 180 days of the installation of a trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within 365 days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "Under-utilized" trunks. BellSouth may disconnect any under-utilized reciprocal trunk(s) and the Party whose trunks are disconnected shall refund to the other Party associated trunk and facility charges paid by such other Party, if any.
- 5.8.1.1 BellSouth's Local Interconnection Switching Center (LISC) will notify AFS of any under-utilized reciprocal trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated AFS interface. AFS will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which AFS expects to need such trunks. BellSouth's LISC Project Manager and Circuit Capacity Manager will discuss the information with AFS to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to AFS. The due date of these orders will be four weeks after AFS was first notified in writing of the underutilization of the trunk groups.
- 5.8.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties shall negotiate in good faith for the installation of augmented facilities.

6. LOCAL DIALING PARITY

- 6.1 BellSouth and AFS shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call.

7. INTERCONNECTION COMPENSATION

7.1 Compensation for Call Transportation and Termination for Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic

- 7.1.1 For the purposes of this Attachment and for reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any circuit switched call that originates in one exchange and terminates in either the same exchange or a corresponding Extended Area Service (EAS) exchange as defined and specified in Section A3 of BellSouth's GSST.
- 7.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.
- 7.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider (ISP) that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one exchange to an ISP server or modem in either the same exchange or a corresponding EAS exchange as defined and specified in Section A3 of BellSouth's GSST. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.
- 7.1.3 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 (ISP Order on Remand), BellSouth and AFS agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or AFS that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and AFS further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or AFS that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.
- 7.1.4 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of Local Traffic or ISP-bound Traffic.

- 7.1.5 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Sections 7.6 and 7.6.1 below and to Multiple Tandem Access as described in Section 4.10.1.5 above.
- 7.1.6 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.
- 7.1.7 IntraLATA Toll Traffic is defined as all traffic that originates and terminates within a single LATA that is not Local or ISP-bound traffic under this Attachment.
- 7.1.7.1 For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth's Access Services Tariffs as filed and in effect with the FCC or Commission. The appropriate charges will be determined by the routing of the call. Additionally, if one Party is the other Party's end user's presubscribed IXC or if one Party's end user uses the other Party as an IXC on a 101XXXX basis, the originating party will charge the other Party the appropriate BellSouth originating switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or Commission.
- 7.1.8 If AFS assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to AFS end users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a AFS customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, AFS agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to AFS at BellSouth's switched access tariff rates.
- 7.2 If AFS does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole AFS NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if AFS can provide sufficient information for BellSouth to determine whether or not said traffic is Local or ISP-bound Traffic.
- 7.3 **Jurisdictional Reporting**
- 7.3.1 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage (PLU) factor. The application of the PLU will determine the amount of local or ISP-bound minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local and ISP-bound call and every long distance call. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local and ISP-bound usage

for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

7.3.2 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility (PLF) factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. For purposes of developing the PLF, each Party shall consider every local and ISP-bound call and every long distance call. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

7.3.3 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage (PIU) factor. All jurisdictional report requirements, rules and regulations for IXC's specified in BellSouth's Intrastate Access Services Tariff will apply to AFS. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month, for all services showing the percentages of use (PIUs, PLU, and PLF) for the past three months ending the last day of December, March, June and September. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factors, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

7.3.4 Notwithstanding the provisions in Section 7.3.1, 7.3.2, and 7.3.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own

data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 7.3.5 below.

- 7.3.5 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and AFS shall retain records of call detail for a minimum of nine months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

7.4 **Compensation for 8XX Traffic**

- 7.4.1 Compensation for 8XX Traffic. Each Party shall pay the other the appropriate switched access charges set forth in the BellSouth intrastate or interstate switched access tariffs. AFS will pay BellSouth the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs as applicable.

- 7.4.2 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.

- 7.4.3 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing (TFD) to AFS requires interconnection from AFS to BellSouth's 8XX Signal Channel Point (SCP). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. AFS shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that AFS desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.

7.5 **Mutual Provision of Switched Access Service**

- 7.5.1 Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to,

the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be considered Local Traffic or ISP-bound Traffic.

- 7.5.2 If the BellSouth end user chooses AFS as their presubscribed IXC, or if the BellSouth end user uses AFS as an IXC on a 101XXXX basis, BellSouth will charge AFS the appropriate BellSouth tariff charges for originating switched access services.
- 7.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in BellSouth's Intrastate or Interstate Access Services Tariff, as appropriate.
- 7.5.4 When AFS' end office switch provides an access service connection to or from an IXC by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by AFS as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.
- 7.5.4.1 When AFS' end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to AFS, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.
- 7.5.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.

- 7.5.6 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 7.5.7 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.
- 7.5.8 BellSouth, as the tandem provider company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
- 7.5.9 AFS agrees not to deliver switched access traffic to BellSouth for termination except over AFS ordered switched access trunks and facilities.
- 7.6 **Transit Traffic**
- 7.6.1 BellSouth shall provide tandem switching and transport services for AFS' Transit Traffic. Rates for local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between AFS and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between AFS and Wireless Type 2A or a third party CLEC utilizing BellSouth switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or a third party CLEC utilizing BellSouth switching have the capability to properly meet-point-bill in accordance with MECAB guidelines.
- 7.6.2 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that AFS is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to AFS. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, AFS shall reimburse BellSouth for such costs. Additionally, the Parties agree that any billing to a third party or other

telecommunications carrier under this section shall be pursuant to MECAB procedures.

8. FRAME RELAY SERVICE INTERCONNECTION

- 8.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and AFS' frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service in those states in which AFS is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between AFS and BellSouth Frame Relay Switches in the same LATA.
- 8.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection (IP(s)) within the LATA. All IPs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's GSST except as set forth in this Attachment.
- 8.3 Upon the request of either Party, such interconnection will be established where BellSouth and AFS have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 8.4 The Parties agree to provision local and intraLATA Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the IPs.
- 8.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
- 8.5.1 If the data packets originate and terminate in locations in the same LATA, and are consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local (Local VC).
- 8.5.2 If the originating and terminating locations of the two-way packet data traffic are not in the same LATA, the traffic on that VC is interLATA (InterLATA VC).

- 8.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, AFS may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies AFS that it has found that this method does not adequately represent the PLCU.
- 8.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
- 8.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and AFS will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. AFS will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of AFS' PLCU.
- 8.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and AFS will pay, the total non-recurring and recurring charges for the NNI port. AFS will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by AFS' PLCU.
- 8.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).
- 8.8 For the PVC segment between the AFS and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 8.9 Compensation for PVC rate elements will be calculated as follows:
- 8.9.1 If AFS orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the AFS Frame Relay switch, BellSouth will invoice, and AFS will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and AFS Frame Relay switches. If the VC is a Local VC, AFS will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to AFS for the PVC segment.

- 8.9.2 If BellSouth orders a Local VC connection between a AFS subscriber's PVC segment and a PVC segment from the AFS Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and AFS will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and AFS Frame Relay switches. If the VC is a Local VC, AFS will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to AFS for the PVC segment.
- 8.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 8.9.4 If AFS requests a change, BellSouth will invoice and AFS will pay a Feature Change charge for each affected PVC segment.
- 8.9.4.1 If BellSouth requests a change to a Local VC, AFS will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 8.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 8.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service, Managed Shared Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access Tariff FCC No. 1.
- 8.10 AFS will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per Section 8.5.3 above.
- 8.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

9. ORDERING CHARGES

- 9.1 The terms, conditions and rates for Ordering Charges are as set forth in FCC Tariff for Access Service Records.

Exhibit B

Basic Architecture

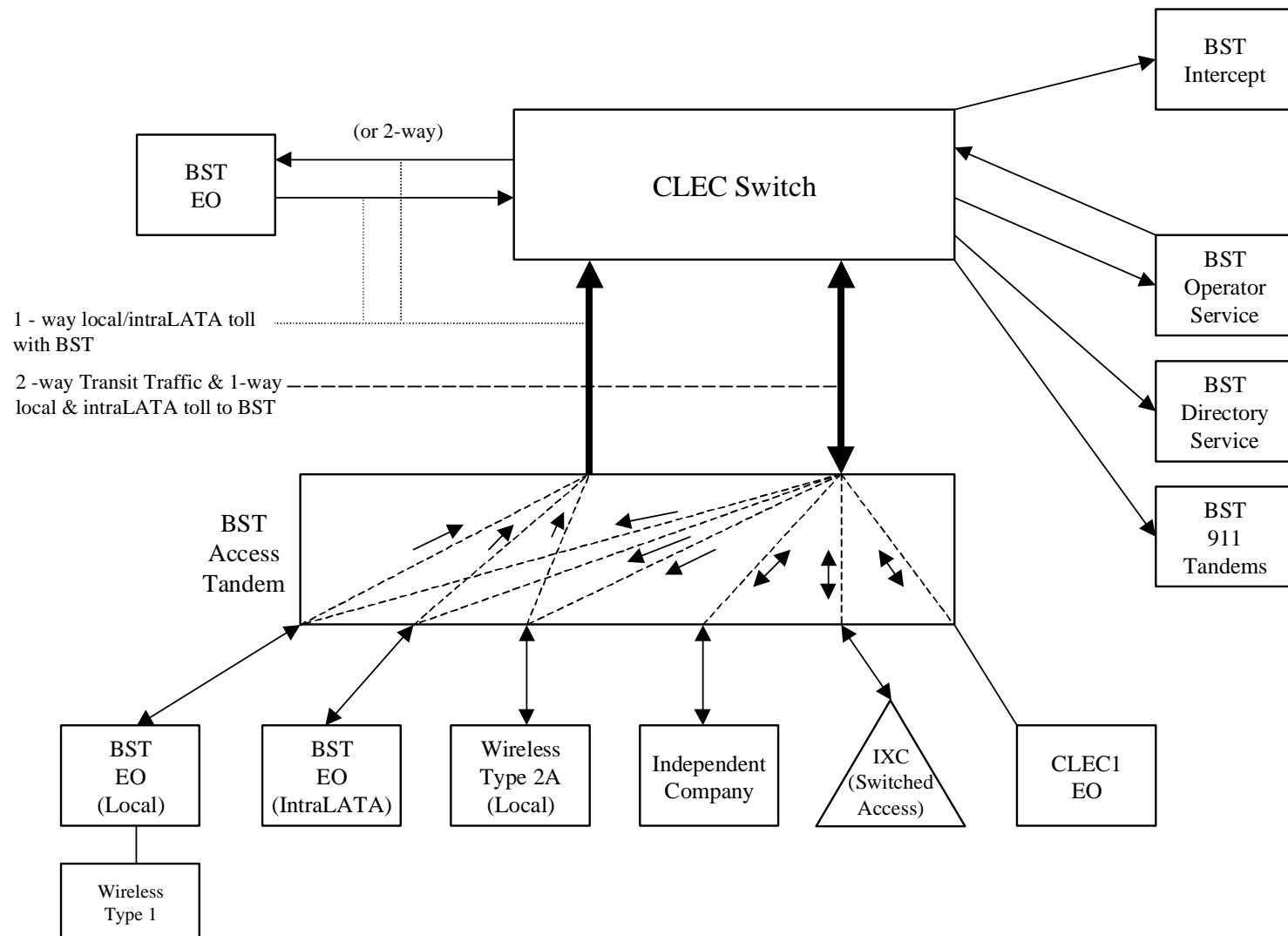


Exhibit C

One-Way Architecture

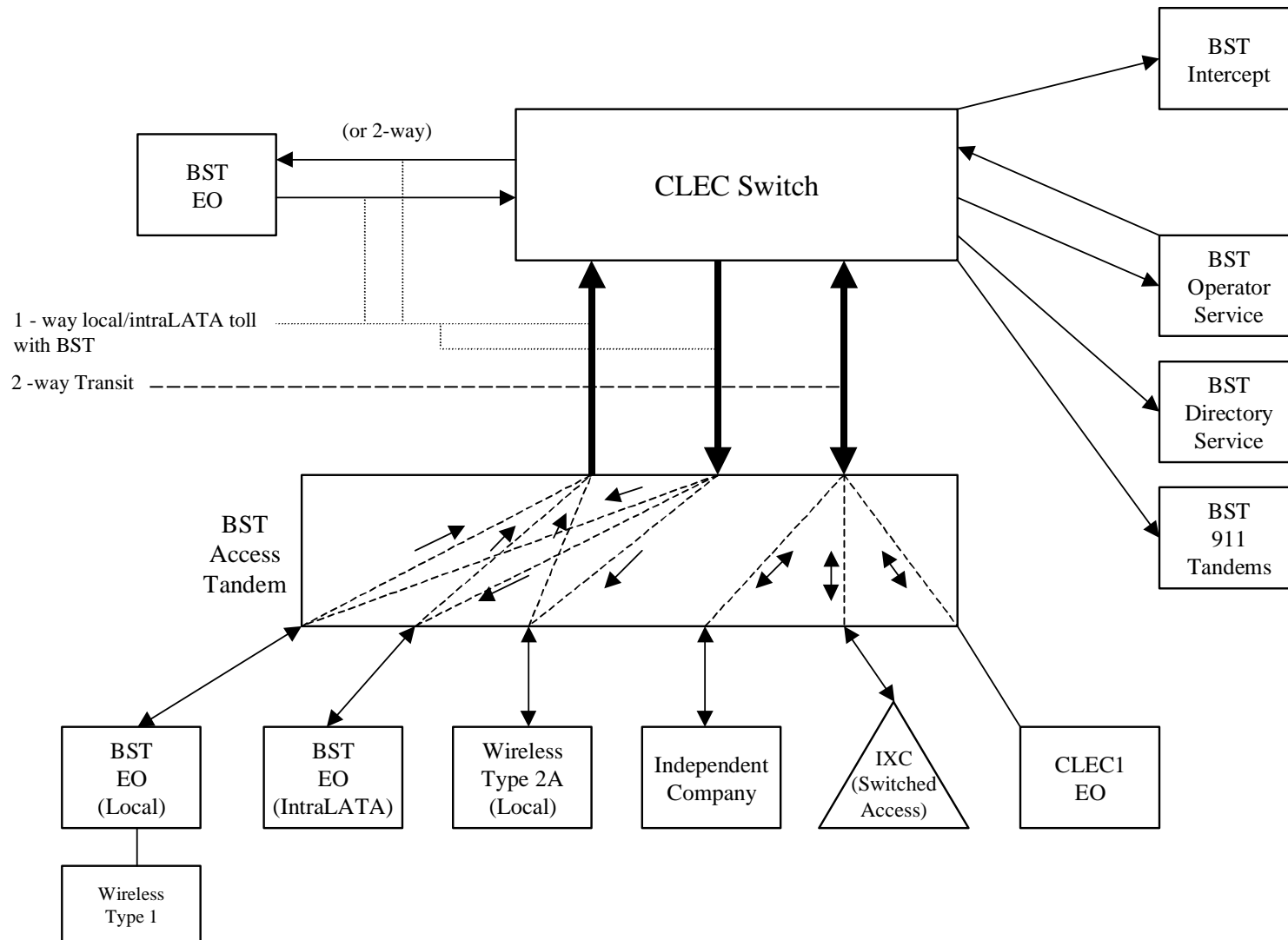


Exhibit D

Two-Way Architecture

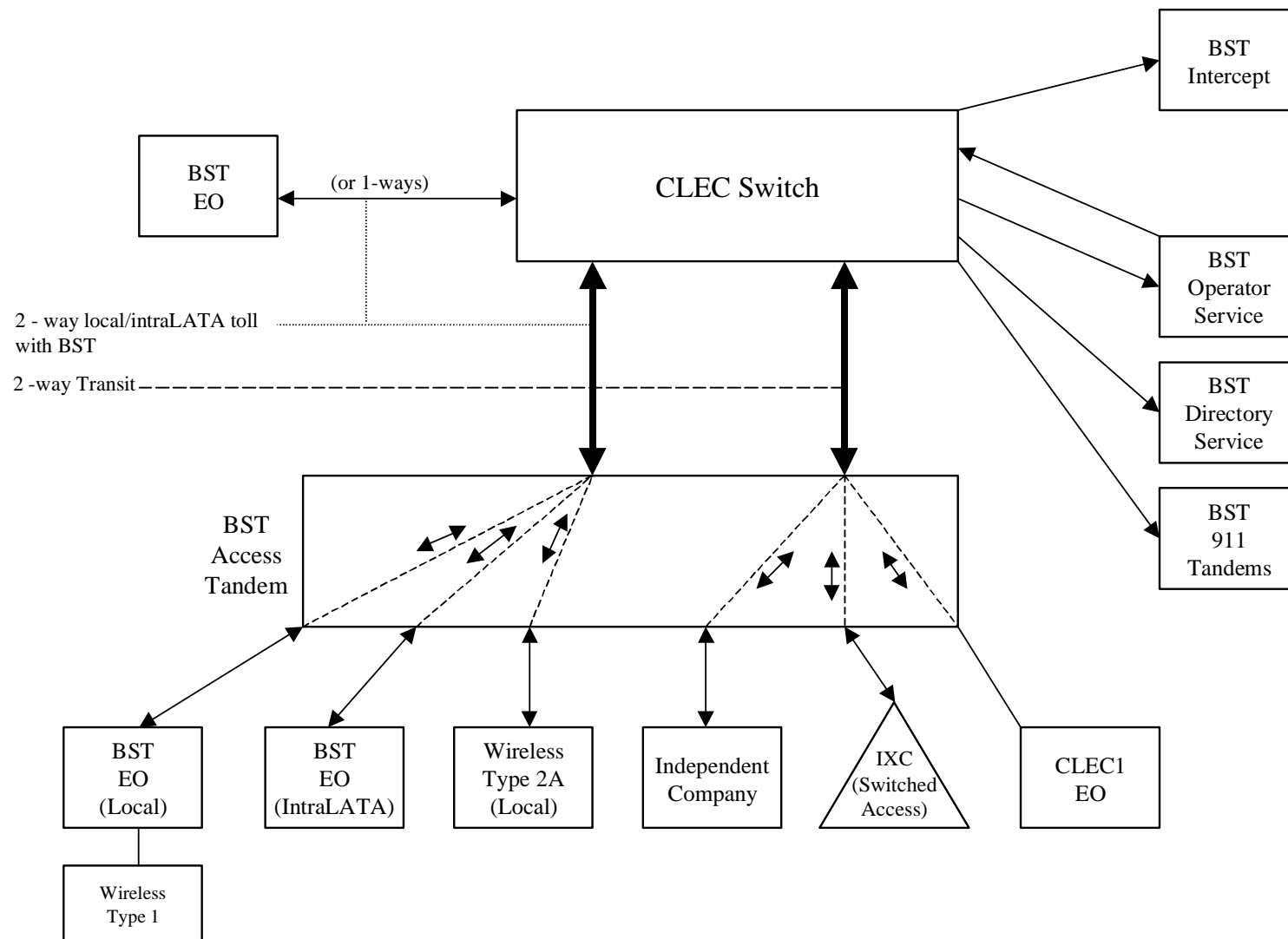
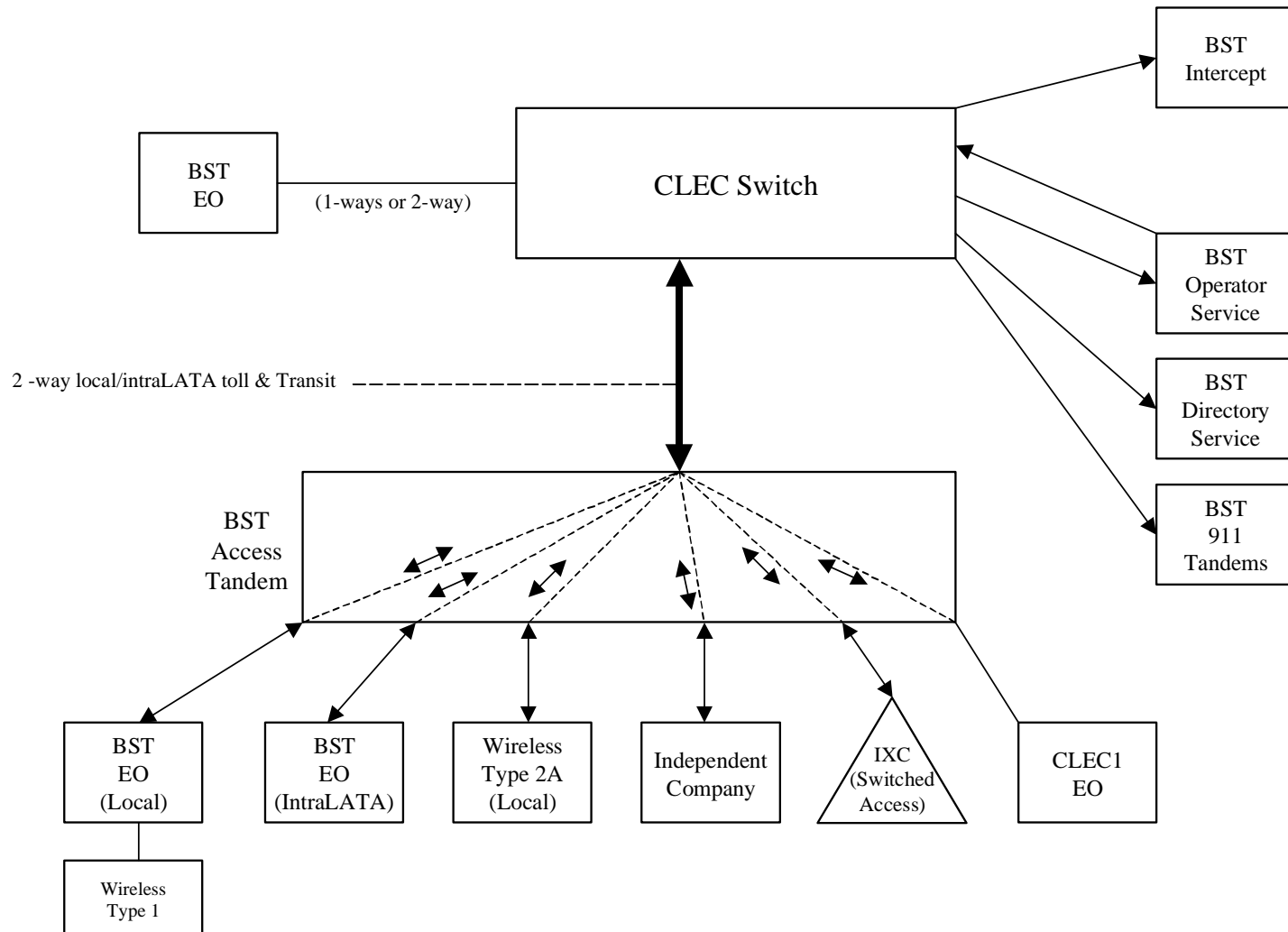


Exhibit E

Supergroup Architecture



LOCAL INTERCONNECTION - Florida														Attachment: 3		Exhibit: A						
CATEGORY	RATE ELEMENTS						Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
	Recurring		Nonrecurring		NRC Disconnect						OSS Rates(\$)											
	First	Add'l	First	Add'l	SOMEC	SOMAN					SOMAN	SOMAN	SOMAN	SOMAN								
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																						
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																						
TANDEM SWITCHING																						
	Tandem Switching Function Per MOU								OHD		0.0006019bk											
	Multiple Tandem Switching, per MOU (applies to intial tandem only)								OHD		0.0006019											
	Tandem Intermediary Charge, per MOU*								OHD		0.0015											
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																						
TRUNK CHARGE																						
	Installation Trunk Side Service-per DS0								OHD	TPP++		336.43	57.38									
	Dedicated End Office Trunk Port Service-per DS0**								OHD	TDE0P	0.00											
	Dedicated End Office Trunk Port Service-per DS1**								OH1 OH1MS	TDE1P	0.00											
	Dedicated Tandem Trunk Port Service-per DS0**								OHD	TDW0P	0.00											
	Dedicated Tandem Trunk Port Service-per DS1**								OH1 OH1MS	TDW1P	0.00											
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																						
COMMON TRANSPORT (Shared)																						
	Common Transport-Per Mile, Per MOU								OHD		0.0000035bk											
	Common Transport-Facilities Term Per MOU								OHD		0.0004372bk											
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																						
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																						
	Interoffice Channel-Dedicated Transport-2W VG-Per Mile per mo								OHL, OHM	1L5NF	0.0091											
	Interoffice Channel-Dedicated Transport-2W VG-Facility Term per mo								OHL, OHM	1L5NF	25.32	47.35	31.78	18.31	7.03							
	Interoffice Channel-Dedicated Transport-56 kbps-per mile per mo								OHL, OHM	1L5NK	0.0091											
	Interoffice Channel-Dedicated Transport-56 kbps-Facility Term per mo								OHL, OHM	1L5NK	18.44	47.35	31.78	18.31	7.03							
	Interoffice Channel-Dedicated Transport-64 kbps-per mile per mo								OHL, OHM	1L5NK	0.0091											
	Interoffice Channel-Dedicated Transport-64 kbps-Facility Term per mo								OHL, OHM	1L5NK	18.44	47.35	31.78	18.31	7.03							
	Interoffice Channel-Dedicated Channel-DS1-Per Mile per mo								OH1, OH1MS	1L5NL	0.1856											
	Interoffice Channel-Dedicated Tranport-DS1-Facility Term per mo								OH1, OH1MS	1L5NL	88.44	105.54	98.47	21.47	19.05							
	Interoffice Channel -Dedicated Transport-DS3-Per Mile per mo								OH3, OH3MS	1L5NM	3.87											
	Interoffice Channel-Dedicated Transport-DS3-Facility Term per mo								OH3, OH3MS	1L5NM	1,071.00	335.46	219.28	72.03	70.56							
LOCAL CHANNEL - DEDICATED TRANSPORT																						
	Local Channel-Dedicated-2W VG per mo								OHL, OHM	TEFV2	19.66	265.84	46.97	37.63	4.00							
	Local Channel-Dedicated-4W VG per mo								OHL, OHM	TEFV4	20.45	266.54	47.67	44.22	5.33							
	Local Channel-Dedicated-DS1 per mo								OH1	TEFHG	36.49	216.65	183.54	24.30	16.95							
	Local Channel-Dedicated-DS3 Facility Term per mo								OH3	TEFHJ	531.91	556.37	343.01	139.13	96.84							
LOCAL INTERCONNECTION MID-SPAN MEET																						
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																						
	Local Channel-Dedicated-DS1 per mo								OH1MS	TEFHG	0.00	0.00										
	Local Channel-Dedicated-DS3 per mo								OH3MS	TEFHJ	0.00	0.00										
MULTIPLEXERS																						
	Channelization-DS1 to DS0 Channel System								OH1, OH1MS	SATN1	146.77	101.42	71.62	11.09	10.49							
	DS3 to DS1 Channel System per mo								OH3, OH3MS	SATNS	211.19	199.28	118.64	40.34	39.07							
	DS3 Interface Unit (DS1 COCI) per mo								OH1, OH1MS	SATCO	13.76	10.07	7.08									
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																						

LOCAL INTERCONNECTION - North Carolina														Attachment: 3		Exhibit: A	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Recurring	Nonrecurring First	Nonrecurring Add'l	NRC Disconnect First							NRC Disconnect Add'l
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																	
TANDEM SWITCHING																	
		Tandem Switching Function Per MOU			OHD	TPP++	0.0012000bk										
		Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0012										
		Tandem Intermediary Charge, per MOU*			OHD		0.0015										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																	
TRUNK CHARGE																	
		Installation Trunk Side Service-per DS0			OHD	TPP++		333.54	56.88								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
COMMON TRANSPORT (Shared)																	
		Common Transport-Per Mile, Per MOU			OHD		0.0000100bk										
		Common Transport-Facilities Term Per MOU			OHD		0.0003400bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	
		Interoffice Channel-Dedicated Transport-2W VG-Per Mile per mo			OHL, OHM	1L5NF	0.0282										
		Interoffice Channel-Dedicated Transport-2W VG-Facility Term per mo			OHL, OHM	1L5NF	18.00	137.48	52.58								
		Interoffice Channel-Dedicated Transport-56 kbps-per mile per mo			OHL, OHM	1L5NK	0.0282										
		Interoffice Channel-Dedicated Transport-56 kbps-Facility Term per mo			OHL, OHM	1L5NK	17.40	137.48	52.58								
		Interoffice Channel-Dedicated Transport-64 kbps-per mile per mo			OHL, OHM	1L5NK	0.0282										
		Interoffice Channel-Dedicated Transport-64 kbps-Facility Term per mo			OHL, OHM	1L5NK	17.40	137.48	52.58								
		Interoffice Channel-Dedicated Channel-DS1-Per Mile per mo			OH1, OH1MS	1L5NL	0.5753										
		Interoffice Channel-Dedicated Tranport-DS1-Facility Term per mo			OH1, OH1MS	1L5NL	71.29	217.17	163.75								
		Interoffice Channel -Dedicated Transport-DS3-Per Mile per mo			OH3, OH3MS	1L5NM	12.98										
		Interoffice Channel-Dedicated Transport-DS3-Facility Term per mo			OH3, OH3MS	1L5NM	720.38	794.94	579.55								
LOCAL CHANNEL - DEDICATED TRANSPORT																	
		Local Channel-Dedicated-2W VG per mo			OHL, OHM	TEFV2	11.24	553.80	89.69								
		Local Channel-Dedicated-4W VG per mo			OHL, OHM	TEFV4	12.03	562.23	92.67								
		Local Channel-Dedicated-DS1 per mo			OH1	TEFHG	27.05	534.48	462.69								
		Local Channel-Dedicated-DS3 Facility Term per mo			OH3	TEFHJ	298.92	438.46	256.30								
LOCAL INTERCONNECTION MID-SPAN MEET																	
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																	
		Local Channel-Dedicated-DS1 per mo			OH1MS	TEFHG	0.00	0.00									
		Local Channel-Dedicated-DS3 per mo			OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																	
		Channelization-DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.69	197.78	140.06								
		DS3 to DS1 Channel System per mo			OH3, OH3MS	SATNS	233.10	403.97	234.40								
		DS3 Interface Unit (DS1 COCI) per mo			OH1, OH1MS	SATCO	16.07	13.09	9.38								
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																	

LOCAL INTERCONNECTION - Tennessee														Attachment: 3		Exhibit: A								
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l					
										Recurring	Nonrecurring First	Add'l	NRC Disconnect First							Add'l	SOMECD	SOMAN	OSS Rates(\$)	
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																								
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																							
	TANDEM SWITCHING																							
								OHD		0.0009778bk														
								OHD		0.0009778														
								OHD		0.0015														
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																							
	TRUNK CHARGE																							
								OHD	TPP++		334.29	57.01												
								OHD	TDE0P	0.00														
								OH1 OH1MS	TDE1P	0.00														
								OHD	TDW0P	0.00														
								OH1 OH1MS	TDW1P	0.00														
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																							
	COMMON TRANSPORT (Shared)																							
								OHD		0.000064bk														
								OHD		0.0003871bk														
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																								
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																							
								OHL OHM	1L5NF	0.0174														
								OHL OHM	1L5NF	18.58	55.39	17.37	27.96	3.51										
								OHL OHM	1L5NK	0.0174														
								OHL OHM	1L5NK	17.98	55.39	17.37	27.96	3.51										
								OHL OHM	1L5NK	0.0174														
								OHL OHM	1L5NK	17.98	55.39	17.37	27.96	3.51										
								OH1 OH1MS	1L5NL	0.3562														
								OH1 OH1MS	1L5NL	77.86	112.40	76.27	19.55	14.99										
								OH3 OH3MS	1L5NM	2.34														
								OH3 OH3MS	1L5NM	848.99	395.29	176.56	109.04	105.91										
LOCAL CHANNEL - DEDICATED TRANSPORT																								
								OHL OHM	TEFV2	19.43	199.33	24.16	54.81	4.80										
								OHL OHM	TEFV4	20.56	201.53	24.83	55.52	5.51										
								OH1	TEFHG	40.99	277.35	233.26	33.18	22.30										
								OH3	TEFHJ	611.30	595.37	304.50	215.82	151.15										
LOCAL INTERCONNECTION MID-SPAN MEET																								
	NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																							
								OH1MS	TEFHG	0.00	0.00													
								OH3MS	TEFHJ	0.00	0.00													
MULTIPLEXERS																								
								OH1 OH1MS	SATN1	80.77	141.87	77.11	44.47	42.62										
								OH3 OH3MS	SATNS	222.98	308.03	108.47	6.34	4.23										
								OH1 OH1MS	SATCO	17.58	6.07	4.66												
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																								

Attachment 4

Physical Collocation

BELLSOUTH**PHYSICAL COLLOCATION****1. Scope of Attachment**

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when AFS is physically collocated as a sole occupant or as a Host within a Premise location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter “Premises”). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth are leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.
- 1.2 Right to Occupy. BellSouth shall offer to AFS collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment where space is available and it is technically feasible, BellSouth will allow AFS to occupy that certain area designated by BellSouth within a BellSouth Premise, or on BellSouth property upon which the BellSouth Premise is located, of a size which is specified by AFS and agreed to by BellSouth (hereinafter “Collocation Space”). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).
- 1.2.1 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth below:
- 1.2.1.1 In all states other than Florida, the size specified by AFS may contemplate a request for space sufficient to accommodate AFS’ growth within a two-year period.
- 1.2.1.2 In the state of Florida, the size specified by AFS may contemplate a request for space sufficient to accommodate AFS’ growth within an eighteen (18) month period.
- 1.3 Space Allocation. BellSouth shall attempt to accommodate AFS’ requested preferences if any. In allocating Collocation Space, BellSouth shall not materially increase AFS’ cost or materially delay AFS’ occupation and use of the Collocation Space, shall not assign Collocation Space that will impair the quality of service or otherwise limit the service AFS wishes to offer, and shall not reduce unreasonably the total space available for physical collocation or preclude unreasonably physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocater; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or by another carrier; or (f) essential for the administration

and proper functioning of BellSouth's Premises. BellSouth may segregate Collocation Space and require separate entrances in accordance with FCC rules.

- 1.4 Space Reclamation. In the event of space exhaust within a Central Office Premise, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. AFS will be responsible for any justification of unutilized space within its space, if the Commission requires such justification.
- 1.5 Use of Space. AFS shall use the Collocation Space for the purposes of installing, maintaining and operating AFS' equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements (UNEs) for the provision of telecommunications services, as specifically set forth in this Attachment. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.6 Rates and Charges. AFS agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.7 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less National holidays will be excluded.
- 1.8 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Report

- 2.1 Upon request from AFS, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is available for collocation and specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises.
 - 2.1.1 The request from AFS for a Space Availability Report must be written and must include the Premises street address, as identified in the Local Exchange Routing Guide (LERG), and Common Language Location Identification (CLLI) code of the Premises. CLLI code information is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.
 - 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premise within ten (10) calendar days of receipt of such request. BellSouth will make

best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify AFS and inform AFS of the time frame under which it can respond.

3. Collocation Options

- 3.1 Cageless. BellSouth shall allow AFS to collocate AFS' equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow AFS to have direct access to AFS' equipment and facilities. BellSouth shall make cageless collocation available in single bay increments. Except where AFS' equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, AFS must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 Caged. At AFS' expense, AFS may arrange with a Supplier certified by BellSouth (Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, AFS and AFS' Certified Supplier must comply with the more stringent local building code requirements. AFS' Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with AFS and provide, at AFS' expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for AFS to obtain the zoning, permits and/or other licenses. AFS' Certified Supplier shall bill AFS directly for all work performed for AFS pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by AFS' Certified Supplier. AFS must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access AFS' locked enclosure prior to notifying AFS. Upon request, BellSouth shall construct the enclosure for AFS.
- 3.2.1 BellSouth may elect to review AFS' plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to AFS indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if AFS has indicated its desire to construct its own enclosure. If AFS' Initial Application does not indicate its desire to construct its own enclosure, but its subsequent firm order does indicate its desire to construct its own enclosure, then notification to review will be

given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review AFS' plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. If BellSouth decides to inspect, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from AFS. BellSouth shall require AFS to remove or correct within seven (7) calendar days at AFS' expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

3.3 Shared Caged Collocation. AFS may allow other telecommunications carriers to share AFS' caged collocation arrangement pursuant to terms and conditions agreed to by AFS (Host) and other telecommunications carriers (Guests) and pursuant to this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. AFS shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by AFS that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and AFS.

3.3.1 AFS, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide AFS with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In all states other than Florida, and in addition to the foregoing, AFS shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement of the Guest. In Florida the Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written response (Application Response).

3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to UNEs. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.

- 3.3.3 AFS shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of AFS' Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent collocation arrangements (Adjacent Arrangement) on the Premises' property, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises' property. The Adjacent Arrangement shall be constructed or procured by AFS and in conformance with BellSouth's design and construction specifications. Further, AFS shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
- 3.4.1 Should AFS elect Adjacent Collocation, AFS must arrange with a Certified Supplier to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, AFS and AFS' Certified Supplier must comply with the more stringent local building code requirements. AFS' Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. AFS' Certified Supplier shall bill AFS directly for all work performed for AFS pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by AFS' Certified Supplier. AFS must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access AFS' locked enclosure prior to notifying AFS.
- 3.4.2 AFS must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review AFS' plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Adjacent Arrangement during and after construction to confirm it is constructed according to the submitted plans and specifications. If BellSouth decides to inspect, BellSouth will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from AFS. BellSouth shall require AFS to remove or correct within seven (7) calendar days at AFS' expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.
- 3.4.3 AFS shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At AFS' option, and where the local authority having jurisdiction permits, BellSouth shall

- provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement.
- 3.5 Co-Carrier Cross Connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's UNEs for the provision of telecommunications services within a BellSouth Premise. BellSouth will permit AFS to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same central office. Both AFS' agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. At no point in time shall AFS use the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.5.1 AFS must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by AFS. Such connections to other carriers may be made using either optical or electrical facilities. In cases where AFS' equipment and the equipment of the other interconnector are located in contiguous caged Collocation Spaces, AFS will have the option of using AFS' own technicians to deploy co-carrier cross connects using either electrical or optical facilities between the sets of equipment and construct its own dedicated cable support structure. AFS may deploy such optical or electrical connections directly between its own facilities and the facilities of other collocated telecommunications carriers without being routed through BellSouth equipment. AFS may not self-provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). AFS is responsible for ensuring the integrity of the signal.
- 3.5.2 AFS shall be responsible for providing written authorization to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. AFS-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, AFS will have the option of using AFS' own technicians to construct its own dedicated support structure.
- 3.5.3 To order CCXCs AFS must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXC, as defined in Exhibit B, will apply. If modifications in addition to the placement of CCXCs are requested, the Initial Application or Subsequent Application Fee will apply. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

4. Occupancy

4.1 BellSouth will notify AFS in writing that the Collocation Space is ready for occupancy (Space Ready Date). AFS will schedule and complete an acceptance walk-through of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying AFS that the Collocation Space is ready for occupancy. BellSouth will correct any deviations to AFS' original or jointly amended requirements within seven (7) calendar days after the walk-through, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walk-through will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walk-through will be limited to those items identified in the initial walk-through. If AFS has met the fifteen (15) calendar day interval(s), billing will begin upon the date of AFS' acceptance of the Collocation Space (Space Acceptance Date). In the event that AFS fails to complete an acceptance walk-through within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by AFS. Billing will commence on the Space Ready Date or on the Space Acceptance Date, whichever is sooner. AFS must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, AFS' telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provisioning.

4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, AFS may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate AFS' right to occupy the Collocation Space in the event AFS fails to comply with any provision of this Agreement including the payment of applicable fees.

Upon termination of occupancy, AFS at its expense shall remove its equipment and other property from the Collocation Space. AFS shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of AFS' Guests, unless AFS' Guest has assumed responsibility for the Collocation Space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. AFS shall continue payment of monthly fees to BellSouth until such date as AFS, and if applicable AFS' Guest, has fully vacated the Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should AFS or AFS' Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of AFS or AFS' Guest(s), in any manner that BellSouth deems fit, at AFS' expense and with no liability whatsoever for AFS' property or AFS' Guest(s)'s property. Upon termination of AFS' right to occupy Collocation Space, the Collocation Space will revert back to BellSouth, and AFS shall surrender such Collocation Space to

BellSouth in the same condition as when first occupied by AFS except for ordinary wear and tear, unless otherwise agreed to by the Parties. AFS' BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Central Office Record Drawings and ERMA Records. AFS shall be responsible for the cost of removing any AFS constructed enclosure, together with all support structures (e.g., racking, conduits, power cables, etc.), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

- 5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's UNEs in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premise must be for interconnection to BellSouth's network or for access to BellSouth's UNEs in the provision of telecommunications services.
- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on AFS' failure to comply with this Section.
- 5.1.3 AFS shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. If full network termination capacity of

- the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that AFS submits an application for terminations that exceed the total capacity of the collocated equipment, AFS will be informed of the discrepancy and will be required to submit a revision to the application.
- 5.2 AFS shall identify to BellSouth whenever AFS submits a Method of Procedure (MOP) adding equipment to AFS' Collocation Space all UCC-1 lien holders or other entities that have a financial interest, secured and otherwise, in the equipment in AFS' Collocation Space.
- 5.3 AFS shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.
- 5.4 AFS shall place a plaque or other identification affixed to AFS' equipment necessary to identify AFS' equipment, including a list of emergency contacts with telephone numbers.
- 5.5 Entrance Facilities. AFS may elect to place AFS-owned or AFS-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, which are physically accessible by both Parties. AFS will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. AFS will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to AFS' equipment in the Collocation Space. In the event AFS utilizes a non-metallic, riser-type entrance facility, a splice will not be required. AFS must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. AFS is responsible for maintenance of the entrance facilities. At AFS' option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.
- 5.5.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premise where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide AFS with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to AFS' arrangement. The location of the serving manhole(s) will be determined at the sole discretion of

BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

- 5.5.2 Shared Use. AFS may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to AFS' collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. AFS must arrange with BellSouth for BellSouth to splice the AFS provided riser cable to the spare capacity on the entrance facility. The rates set forth in Exhibit B will apply. If AFS desires to allow another telecommunications carrier to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the Parties.
- 5.6 Demarcation Point. BellSouth will designate the point(s) of demarcation between AFS' equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). AFS shall be responsible for providing, and a supplier certified by BellSouth (BellSouth Certified Supplier) shall be responsible for installing and properly labeling/stenciling the common block and necessary cabling pursuant to Section 7. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. AFS or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.
- 5.6.1 In Tennessee, BellSouth will designate the point(s) of demarcation between AFS' equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be an AFS provided Point of Termination Bay (POT Bay) in a common area within the Premises. AFS shall be responsible for providing, and a supplier certified by BellSouth shall be responsible for installing and properly labeling/stenciling the POT Bay as well as installing the necessary cabling between AFS' Collocation Space and the demarcation point. AFS or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee in the event that AFS desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.
- 5.7 AFS' Equipment and Facilities. AFS, or if required by this Attachment, AFS' BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by AFS which must be performed in compliance with

- all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. AFS and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.8 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to AFS at least forty-eight (48) hours before access to the Collocation Space is required. AFS may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that AFS will not bear any of the expense associated with this work.
- 5.9 Access. Pursuant to Section 12, AFS shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. AFS agrees to provide the name and social security number or date of birth or driver's license number of each employee, supplier, or agent of AFS or AFS' Guests provided with access keys or devices (Access Keys) prior to the issuance of said Access Keys. Key acknowledgment forms must be signed by AFS and returned to BellSouth Access Management within fifteen (15) calendar days of AFS' receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgments are current. Access Keys shall not be duplicated under any circumstances. AFS agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of AFS' employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with AFS or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 5.9.1 BellSouth will permit one accompanied site visit to AFS' designated collocation arrangement location after receipt of the Bona Fide Firm Order (BFFO) without charge to AFS. AFS must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date AFS desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, AFS may submit such a request at any time subsequent to BellSouth's receipt of the BFFO. In the event AFS desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit AFS to access the Collocation Space accompanied by a security escort at AFS' expense. AFS must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.10 Lost or Stolen Access Keys. AFS shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-

key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), AFS shall pay for all reasonable costs associated with the re-keying or deactivating the card.

- 5.11 Interference or Impairment. Notwithstanding any other provisions of this Attachment, AFS shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of AFS violates the provisions of this paragraph, BellSouth shall give written notice to AFS, which notice shall direct AFS to cure the violation within forty-eight (48) hours of AFS' actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.11.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if AFS fails to take curative action within forty-eight (48) hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to AFS' equipment. BellSouth will endeavor, but is not required, to provide notice to AFS prior to taking such action and shall have no liability to AFS for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.11.2 For purposes of this Section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and AFS fails to take curative action within forty-eight (48) hours then BellSouth will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to AFS or, if subsequently necessary, the Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, AFS shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology

satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly deployed technology.

- 5.12 Personalty and its Removal. Facilities and equipment placed by AFS in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by AFS at any time. Any damage caused to the Collocation Space by AFS' employees, agents or representatives during the removal of such property shall be promptly repaired by AFS at its expense.
- 5.12.1 If AFS decides to remove equipment from its Collocation Space and the removal requires no physical changes, BellSouth will bill AFS an Administrative Only Application Fee as set forth in Exhibit B for these changes. This nonrecurring fee will be billed on the date that BellSouth provides an Application Response.
- 5.13 Alterations. In no case shall AFS or any person acting on behalf of AFS make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by AFS. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee, which will be billed by BellSouth on the date that BellSouth makes an Application Response.
- 5.14 Janitorial Service. AFS shall be responsible for the general upkeep of the Collocation Space. AFS shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis upon request.
6. **Ordering and Preparation of Collocation Space**
- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to AFS and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.
- 6.2 Initial Application. For AFS or AFS' Guest(s) initial equipment placement, AFS shall submit to BellSouth a Physical Expanded Interconnection Application Document (Initial Application). The Initial Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply which will be billed by BellSouth on the date that BellSouth makes an Application Response.

- 6.3 Subsequent Application. In the event AFS or AFS' Guest(s) desires to modify the use of the Collocation Space after a BFFO, AFS shall complete an application detailing all information regarding the modification to the Collocation Space (Subsequent Application). The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Subsequent Application are completed with the appropriate type of information. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by AFS in the application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 Subsequent Application Fee. The application fee paid by AFS for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. If the modification requires capital expenditure, an Initial Application Fee shall apply. This nonrecurring fee will be billed on the date that BellSouth makes an Application Response.
- 6.4 Space Preferences. If AFS has previously requested and received a Space Availability Report for the Premises, AFS may submit up to three (3) space preferences on its application identifying specific space identification numbers as referenced on the Space Availability Report. In the event that BellSouth cannot accommodate AFS' preference(s), AFS may elect to accept the space allocated by BellSouth or may cancel its application and submit another application requesting additional preferences, which will be treated as a new application and an application fee will apply which will be billed by BellSouth on the date that BellSouth makes an Application Response.
- 6.5 Space Availability Notification.
- 6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premise. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify AFS of the amount of space that is available and no application fee shall apply. When BellSouth's response includes an amount of space less than that requested by AFS or differently configured, AFS must resubmit its application to reflect the actual space available.
- 6.5.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premise. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If a lesser amount of

- space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an application fee will be billed by BellSouth on the date that BellSouth makes an Application Response. When BellSouth's Application Response includes an amount of space less than that requested by AFS or differently configured, AFS must amend its application to reflect the actual space available prior to submitting a BFFO.
- 6.6 Denial of Application. If BellSouth notifies AFS that no space is available (Denial of Application), BellSouth will not assess an Application Fee. After notifying AFS that BellSouth has no available space in the requested Premises, BellSouth will allow AFS, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.7 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit AFS to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of the telecommunications carrier on said waiting list. If not known sixty (60) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two (2) business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.8.2 When space becomes available, AFS must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If AFS

has originally requested caged Collocation Space and cageless Collocation Space becomes available, AFS may refuse such space and notify BellSouth in writing within that time that AFS wants to maintain its place on the waiting list without accepting such space. AFS may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If AFS does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next telecommunications carrier on the waiting list and remove AFS from the waiting list. Upon request, BellSouth will advise AFS as to its position on the list.

- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of the date BellSouth becomes aware that there is insufficient space to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.

6.10 Application Response.

- 6.10.1 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide Application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable AFS to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When AFS submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.

- 6.10.2 In North Carolina and Tennessee, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.

6.11 Application Modifications.

- 6.11.1 If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of AFS or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and

provisioning intervals and BellSouth may charge AFS an additional application fee. The fee for an application modification where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require AFS to submit the application with an Initial Application Fee. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

6.12 Bona Fide Firm Order.

6.12.1 AFS shall indicate its intent to proceed with equipment installation in a BellSouth Premise by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to AFS' Bona Fide application or the application will expire.

6.12.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of AFS' BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals

7.1.1 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For changes to the Collocation Space after initial space completion (Augmentation), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and AFS cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.

7.1.2 In North Carolina and Tennessee, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days from receipt of a BFFO for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary

- conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.2 Joint Planning. Joint planning between BellSouth and AFS will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Collocation Space completion time period will be provided to AFS during joint planning.
- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.4 Acceptance Walk-through. AFS will schedule and complete an acceptance walk-through of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying AFS that the Collocation Space is ready for occupancy (Space Ready Date). In the event that AFS fails to complete an acceptance walk-through within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by AFS. BellSouth will correct any deviations to AFS' original or jointly amended requirements within seven (7) calendar days after the walk-through, unless the Parties jointly agree upon a different time frame.
- 7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to AFS prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those Premises in which AFS has a physical collocation arrangement with no POT bay or with a POT bay provided by BellSouth prior to 6/1/99. BellSouth cannot provide CFAs to AFS prior to the Provisioning Interval for those Premises in which AFS has a physical collocation arrangement with a POT bay provided by AFS prior to 6/1/99 or a virtual collocation arrangement until AFS provides BellSouth with the following information:

For AFS-provided POT bay - a complete layout of the POT panels (equipment inventory update (EIU) form) showing locations, speeds, etc.

For virtual - a complete layout of AFS' equipment (equipment inventory update (EIU) form), including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by AFS' BellSouth Certified Supplier

BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from AFS. If this EIU is provided ten (10) calendar

days prior to the Provisioning Interval, then CFAs will be made available by the Provisioning Interval. If this EIU is not received ten (10) calendar days prior to the Provisioning Interval, then the CFAs will be provided within ten (10) calendar days of receipt of the EIU.

- 7.5.1 BellSouth will bill AFS a nonrecurring charge, as set forth in Exhibit B, each time AFS requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs.
- 7.6 Use of BellSouth Certified Supplier. AFS shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. AFS and AFS' BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, AFS must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide AFS with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing AFS' equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and AFS upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill AFS directly for all work performed for AFS pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to AFS or any supplier proposed by AFS and will not unreasonably withhold certification. All work performed by or for AFS shall conform to generally accepted industry guidelines and standards.
- 7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. AFS shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service AFS' Collocation Space. Upon request, BellSouth will provide AFS with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by AFS. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.8 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and physical Collocation Space has subsequently become available, AFS may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by AFS, such information will be provided to AFS in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to AFS within one hundred eighty (180) calendar days of BellSouth's written denial of AFS' request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) AFS was not informed in the written denial that

physical Collocation Space would become available within such one hundred eighty (180) calendar days, then AFS may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. AFS must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to “in-place” physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth’s ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill AFS an Administrative Only Application Fee as set forth in Exhibit B for these changes on the date that BellSouth provides an Application Response.
- 7.9.1 In Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.
- 7.10 Cancellation. If, at any time prior to space acceptance, AFS cancels its order for the Collocation Space(s) (Cancellation), BellSouth will bill the applicable nonrecurring rate for any and all work processes for which work has begun. In Georgia, if AFS cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill AFS for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been canceled.
- 7.11 Licenses. AFS, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.
- 7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
8. **Rates and Charges**
- 8.1 Recurring Charges. If AFS has met the applicable fifteen (15) calendar day walk-through interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that AFS fails to complete an acceptance walk-through within the applicable fifteen (15) calendar day interval(s), billing for

- recurring charges will commence on the Space Ready Date or on the Space Acceptance Date, whichever is sooner.
- 8.2 Application Fee. BellSouth shall assess an application fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6 (Application Response). Payment of said application fee will be due as dictated by AFS' current billing cycle and is non-refundable.
- 8.2.1 In Tennessee the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by AFS. This fee will be billed by Bellsouth on the date that BellSouth provides an Application Response.
- 8.3 Space Preparation. Space preparation fees consist of a nonrecurring charge for firm order processing and monthly recurring charges for central office modifications, assessed per arrangement, per square foot, and common systems modifications, assessed per arrangement, per square foot, for cageless collocation and per cage for caged collocation. AFS shall remit payment of the nonrecurring firm order-processing fee coincident with submission of a BFFO. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event AFS opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to AFS as prescribed in this Section.
- 8.4 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This nonrecurring fee will be billed by BellSouth upon receipt of AFS' BFFO.
- 8.5 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, AFS shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, AFS shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event AFS' collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, AFS shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.6 Power. BellSouth shall make available -48 Volt (-48V) DC power for AFS' Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at AFS' option within the Premises.

- 8.6.1 When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by AFS' BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by AFS' BellSouth Certified Supplier. AFS is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to AFS' equipment. The determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by AFS must provide BellSouth a copy of the engineering power specification prior to the day on which AFS' equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and AFS' arrangement area. AFS shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within AFS' arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified Supplier. AFS shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling.
- 8.6.2 If AFS elects to install its own DC Power Plant, BellSouth shall provide AC power to feed AFS' DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by AFS' BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. AFS' BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At AFS' option, AFS may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.6.3 In Tennessee, recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable racks to AFS' equipment or space enclosure. AFS shall contract with a Certified Supplier who will be responsible for the following: dedicated power cable support structure within AFS' arrangement and terminations of cable within the Collocation Space.
- 8.6.3.1 In Tennessee, nonrecurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and AFS' arrangement area.
- 8.6.4 If AFS requests a reduction in the amount of power that BellSouth is currently providing AFS must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Subsequent

Application Fee for Power Reduction as set forth in Exhibit B will apply. If modifications are requested in addition to the reduction of power the Subsequent Application Fee will apply. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

- 8.7 Security Escort. A security escort will be required whenever AFS or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and AFS shall pay for such half-hour charges in the event AFS fails to show up.
- 8.8 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. These nonrecurring fees will be billed upon receipt of AFS' BFFO.
- 8.9 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

9. Insurance

- 9.1 AFS shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 9.2 AFS shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of AFS' real and personal property situated on or within BellSouth's Central Office location(s).

- 9.2.4 AFS may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days notice to AFS to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by AFS shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all AFS' property has been removed from BellSouth's Premises, whichever period is longer. If AFS fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from AFS.
- 9.5 AFS shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. AFS shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from AFS' insurance company. AFS shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375
- 9.6 AFS must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If AFS' net worth exceeds five hundred million dollars (\$500,000,000), AFS may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. AFS shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to AFS in the event that self-insurance status is not granted to AFS. If BellSouth approves AFS for self-insurance, AFS shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of AFS' corporate officers. The ability to self-insure shall continue so long as the AFS meets all of the requirements of this Section. If AFS subsequently no longer satisfies this Section, AFS is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.

9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to AFS to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or AFS), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

11.1 BellSouth may conduct an inspection of AFS' equipment and facilities in the Collocation Space(s) prior to the activation of facilities between AFS' equipment and equipment of BellSouth. BellSouth may conduct an inspection if AFS adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide AFS with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

12.1 Unless otherwise specified, AFS will be required, at its own expense, to conduct a statewide investigation of criminal history records for each AFS employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the AFS employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. AFS shall not be required to perform this investigation if an affiliated company of AFS has performed an investigation of the AFS employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if AFS has performed a pre-employment statewide investigation of criminal history records of the AFS employee for the states/counties where the AFS employee has worked and lived for the past five years or, where state

- law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 AFS will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 AFS shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and AFS' name. BellSouth reserves the right to remove from its Premises any employee of AFS not possessing identification issued by AFS or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. AFS shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises. AFS shall be solely responsible for ensuring that any Guest of AFS is in compliance with all subsections of this Section.
- 12.4 AFS shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. AFS shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any AFS personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that AFS chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, AFS may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 AFS shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 AFS shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premise was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each AFS employee or agent hired by AFS within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premise pursuant to this Attachment, AFS shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, AFS will disclose the nature of the convictions to BellSouth at that time. In the alternative, AFS may certify to BellSouth that it shall not assign to the

- BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other AFS employees requiring access to a BellSouth Premise pursuant to this Attachment, AFS shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, AFS shall promptly remove from BellSouth's Premises any employee of AFS BellSouth does not wish to grant access to its Premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of AFS is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview AFS' employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to AFS' Security contact of such interview. AFS and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving AFS' employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill AFS for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that AFS' employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill AFS for BellSouth property, which is stolen or damaged where an investigation determines the culpability of AFS' employees, agents, or suppliers and where AFS agrees, in good faith, with the results of such investigation. AFS shall notify BellSouth in writing immediately in the event that AFS discovers one of its employees already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this Section. AFS shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises.
- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Collocation Space

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for AFS' permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for AFS' permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to AFS, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. AFS may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If AFS' acceleration of the project increases the cost of the project, then those additional charges will be incurred by AFS. Where allowed and where practical, AFS may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, AFS shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for AFS' permitted use, until such Collocation Space is fully repaired and restored and AFS' equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where AFS has placed an Adjacent Arrangement pursuant to Section 3, AFS shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and AFS shall each have the right to terminate this Attachment with respect

to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

15. Nonexclusivity

- 15.1 AFS understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and AFS agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (Applicable Laws). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and AFS shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. AFS should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for AFS to follow when working at a BellSouth Premise (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. AFS will require its suppliers, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BellSouth practices should be followed by AFS when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the AFS space with proper notification. BellSouth reserves the right to stop any AFS work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by AFS are owned by AFS. AFS will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by AFS or different hazardous materials used by AFS at BellSouth Premises. AFS must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Premises.
- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premise, the Party discovering

the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by AFS to BellSouth.

- 1.7 Coordinated Environmental Plans and Permits. BellSouth and AFS will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and AFS will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, AFS must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BellSouth disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and AFS shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Premises.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, AFS agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. AFS further agrees to cooperate with BellSouth to ensure that AFS' employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by AFS, its employees, agents and/or suppliers.
- 2.2 The most current version of the reference documentation must be requested from AFS' BellSouth Account Team Collocation Coordinator (ATCC) Representative.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other	Compliance with all applicable local, state,	Std T&C 450

regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	& federal laws and regulations Pollution liability insurance EVET approval of supplier	Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact ATCC Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact ATCC Representative for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact ATCC Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	Procurement Manager (CRES Related Matters)-BST Supply Chain Services Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact ATCC Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BST Bldg Srvc Center: TN (local area code) 557-6194 FL, NC (local area code) 780-2740

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or

whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

Attachment 4

Remote Site Physical Collocation

BELLSOUTH

REMOTE SITE PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when AFS is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location pursuant to this Attachment.
- 1.2 Right to occupy. BellSouth shall offer to AFS Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms, and conditions of this Attachment where space is available and collocation is technically feasible, BellSouth will allow AFS to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, or on BellSouth property upon which the BellSouth Remote Site Location is located, of a size, which is specified by AFS and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions upon request for collocation at BellSouth remote locations other than those specified above.
- 1.3 Space Reservation.
 - 1.3.1 In all states other than Florida, the number of racks/bays specified by AFS may contemplate a request for space sufficient to accommodate AFS' growth within a two year period.
 - 1.3.2 In the state of Florida, the number of racks/bays specified by AFS may contemplate a request for space sufficient to accommodate AFS' growth within an eighteen (18) month period.
 - 1.3.3 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.4 Third Party Property. If the Premise, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment. Additionally, where BellSouth notifies AFS that BellSouth's agreement

with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon AFS' request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for AFS. AFS agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for AFS. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for AFS as above, AFS shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with AFS in obtaining such permission.

- 1.5 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Remote Site Location. AFS will be responsible for any justification of unutilized space within its Remote Collocation Space, if the Commission requires such justification.
- 1.6 Use of Space. AFS shall use the Remote Collocation Space for the purposes of installing, maintaining and operating AFS' equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements (UNEs) for the provision of telecommunications services, as specifically set forth in this Attachment. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.7 Rates and charges. AFS agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 1.8 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) calendar days or less National holidays will be excluded.
- 1.9 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
2. **Space Availability Report**
 - 2.1 Upon request from AFS, BellSouth will provide a written report (Space Availability Report), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Remote Site Location.

- 2.1.1 The request from AFS for a Space Availability Report must be written and must include the Common Language Location Identification (CLLI) code for both the Remote Site Location and the serving wire center. The CLLI code information for the serving wire center is located in the NECA Tariff FCC No. 4. If AFS is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, AFS may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, AFS should submit to BellSouth a Remote Site Interconnection Request for the serving wire center CLLI code prior to submitting its request for a Space Availability Report. AFS should complete all the requested information and submit the Request to BellSouth. BellSouth will bill the applicable fee upon receipt of the request.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify AFS and inform AFS of the time frame under which it can respond.
- 2.2 Remote Terminal information. Upon request, BellSouth will provide AFS with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.
- 2.2.1 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a AFS request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; (ii) the information will only be provided for each serving wire center designated by AFS, up to a maximum of thirty (30) wire centers per AFS request per month per state, and up to for a maximum of 120 wire centers total per month per state for all CLECs; and (iii) AFS agrees to pay the costs incurred by BellSouth in providing the information.
- 3. Collocation Options**
- 3.1 Cageless. BellSouth shall allow AFS to collocate AFS' equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow AFS to have direct access to AFS' equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. Except where AFS' equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Remote Collocation Space

in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, AFS must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant.

- 3.2 Caged. At AFS' expense, AFS may arrange with a Supplier certified by BellSouth (Certified Supplier) to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. AFS' Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with AFS and provide, at AFS' expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for AFS to obtain the zoning, permits and/or other licenses. AFS' Certified Supplier shall bill AFS directly for all work performed for AFS pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by AFS' Certified Supplier. AFS must provide the local BellSouth Remote Site Location contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access AFS' locked enclosure prior to notifying AFS. Upon request, BellSouth shall construct the enclosure for AFS.
- 3.2.1 BellSouth may elect to review AFS' plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to AFS indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if AFS has indicated their desire to construct their own enclosure. If AFS' Initial Application does not indicate their desire to construct their own enclosure, but their subsequent firm order does indicate their desire to construct their own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review AFS' plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth shall require AFS to remove or correct within seven (7) calendar days at AFS' expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.
- 3.3 Shared Collocation. AFS may allow other telecommunications carriers to share AFS' Remote Collocation Space pursuant to terms and conditions agreed to by AFS (Host) and other telecommunications carriers (Guests) and pursuant to this Section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on

property for which BellSouth holds an easement and such easement does not permit such an option. AFS shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by AFS that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and AFS.

- 3.3.1 AFS, as the Host, shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide AFS with a proration of the costs of the Remote Collocation Space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In all states other than Florida, and in addition to the foregoing, AFS shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement of Guest. In Florida the Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit B, which will be charged to the Host. BellSouth shall bill this nonrecurring fee on the date that BellSouth provides it written response (Application Response).
- 3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to UNEs. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 AFS shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of AFS' Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent Remote Site collocation arrangements (Remote Site Adjacent Arrangement) on the property on which the Remote Site is located, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by AFS and in conformance with BellSouth's design and construction specifications. Further, AFS shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to

all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the application for the Remote Site Adjacent Arrangement.

- 3.4.1 Should AFS elect Adjacent Collocation, AFS must arrange with a Certified Supplier to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, AFS and AFS' Certified Supplier must comply with local building code requirements. AFS' Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. AFS' Certified Supplier shall bill AFS directly for all work performed for AFS pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by AFS' Certified Supplier. AFS must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access AFS' locked enclosure prior to notifying AFS.
- 3.4.2 AFS must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review AFS' plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Remote Site Adjacent Arrangement(s) during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require AFS to remove or correct within seven (7) calendar days at AFS' expense any structure that does not meet these plans and specifications.
- 3.4.3 AFS shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At AFS' option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement.
- 3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's UNEs for the provision of telecommunications services within a BellSouth Premise. BellSouth will permit AFS to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same remote site premises. Both AFS' agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. At no point in time shall AFS use the Remote Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.

- 3.5.1 AFS must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by AFS. Such connections to other carriers may be made using either optical or electrical facilities. In cases where AFS' equipment and the equipment of the other interconnector are located in contiguous caged Collocation Spaces, AFS will have the option of using AFS' own technicians to deploy co-carrier cross connects using either electrical or optical facilities between the sets of equipment and construct its own dedicated cable support structure. AFS may deploy such optical or electrical connections directly between its own facilities and the facilities of other collocated telecommunications carriers without being routed through BellSouth equipment. AFS may not self-provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). AFS is responsible for ensuring the integrity of the signal.
- 3.5.2 AFS shall be responsible for providing written authorization to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. AFS-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, AFS will have the option of using AFS' own technicians to construct its own dedicated support structure.
- 3.5.3 To order CCXCs AFS must submit an Initial Application or Subsequent Application. If no modification to the Remote Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXC, as defined in Exhibit B, will apply. If modifications in addition to the placement of CCXCs are requested, the Initial Application or Subsequent Application Fee will apply. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
4. **Occupancy**
- 4.1 BellSouth will notify AFS in writing that the Remote Collocation Space is ready for occupancy (Space Ready Date). AFS will schedule and complete an acceptance walk through of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying AFS of the Space Ready Date. BellSouth will correct any deviations to AFS' original or jointly amended requirements within seven (7) calendar days after the walk-through, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walk through will then be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walk-through will be limited to those items identified in the initial walk through. If AFS has met the fifteen (15) calendar day interval(s), billing will begin upon the date of AFS' acceptance of the Collocation Space (Space Acceptance Date). In the event that AFS fails to complete an acceptance walk through within this fifteen (15) calendar day

interval, the Remote Collocation Space shall be deemed accepted by AFS. Billing will commence on the Space Ready Date or on the Space Acceptance Date, whichever is sooner. AFS must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, AFS' telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

- 4.2 **Termination of Occupancy.** In addition to any other provisions addressing termination of occupancy in this Attachment, AFS may terminate occupancy in a particular Remote Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate AFS' right to occupy the Remote Collocation Space in the event AFS fails to comply with any provision of this Agreement.

- 4.2.1 Upon termination of occupancy, AFS at its expense shall remove its equipment and other property from the Remote Collocation Space. AFS shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of AFS' Guests, unless AFS' Guest has assumed responsibility for the Remote Collocation Space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. AFS shall continue payment of monthly fees to BellSouth until such date as AFS, and if applicable AFS' Guest, has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should AFS or AFS' Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of AFS or AFS' Guest, in any manner that BellSouth deems fit, at AFS' expense and with no liability whatsoever for AFS or AFS' Guest's property. Upon termination of AFS' right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and AFS shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the AFS except for ordinary wear and tear unless otherwise agreed to by the Parties. For CEVs and huts AFS' BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Record Drawings and ERMA Records. AFS shall be responsible for the cost of removing any AFS constructed enclosure, together with all support structures (e.g., racking, conduits, power cables, etc.), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Remote Collocation Space

- 5.1 **Equipment Type.** BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's UNEs in the provision of telecommunications services, as the term "necessary" is

defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Remote Collocated Space must be for interconnection to BellSouth's network or for access to BellSouth's UNEs in the provision of telecommunications services.

- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on AFS' failure to comply with this Section.
- 5.1.2.1 All AFS equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.
- 5.1.3 AFS shall identify to BellSouth whenever AFS submits a Method of Procedure (MOP) adding equipment to AFS' Remote Collocation Space all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in AFS' Remote Collocation Space.
- 5.2 AFS shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.

- 5.3 AFS shall place a plaque or other identification affixed to AFS' equipment to identify AFS' equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. AFS may elect to place AFS-owned or AFS-leased fiber entrance facilities into the Remote Collocation Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. AFS will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. AFS must contact BellSouth for instructions prior to placing the entrance facility cable. AFS is responsible for maintenance of the entrance facilities.
- 5.4.1 Shared Use. AFS may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to AFS' collocation arrangement within the same BellSouth Remote Site Location. BellSouth shall allow splicing to the entrance facility, provided that the fiber is non-working fiber. The rates set forth in Exhibit B will apply. If AFS desires to allow another telecommunications carrier to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the Parties.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between AFS' equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. AFS or its agent must perform all required maintenance to AFS equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following.
- 5.6 AFS' Equipment and Facilities. AFS, or if required by this Attachment, AFS' Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by AFS which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. AFS and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.7 BellSouth's Access to Remote Collocation Space. From time to time BellSouth may require access to the Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications.
- 5.8 Access. Pursuant to Section 12, AFS shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. AFS agrees to provide the name and social security number or date of birth or driver's license number of each employee, supplier, or agents of AFS or AFS' Guests provided with access keys or

- devices (Access Keys) prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by AFS and returned to BellSouth Access Management within fifteen (15) calendar days of AFS' receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. AFS agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of AFS' employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with AFS or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.
- 5.8.1 BellSouth will permit one accompanied site visit to AFS' designated collocation arrangement location after receipt of the Bona Fide Firm Order (BFFO) without charge to AFS. AFS must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of thirty (30) calendar days prior to the date AFS desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, AFS may submit such a request at any time subsequent to BellSouth's receipt of the BFFO. In the event AFS desires access to the Remote Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit AFS to access the Remote Collocation Space accompanied by a security escort at AFS' expense. AFS must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. AFS shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), AFS shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, AFS shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment and facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of AFS violates the provisions of this paragraph, BellSouth shall give written notice to AFS, which notice shall direct AFS to cure the violation within forty-eight (48) hours of AFS' actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete

- such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if AFS fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or any other entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to AFS' equipment. BellSouth will endeavor, but is not required, to provide notice to AFS prior to taking such action and shall have no liability to AFS for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and AFS fails to take curative action within 48 hours then BellSouth will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to AFS or, if subsequently necessary, the Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, AFS shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly deployed technology.
- 5.11 Personalty and its Removal. Facilities and equipment placed by AFS in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personalty and may be removed by AFS at any time. Any damage caused to the Remote Collocation Space by AFS' employees, agents or representatives shall be promptly repaired by AFS at its expense.
- 5.11.1 If AFS decides to remove equipment from its Remote Collocation Space and the removal requires no physical changes, BellSouth will bill AFS an Administrative Only Application Fee as set forth in Exhibit B for these changes. This nonrecurring fee will be billed on the date that BellSouth provides an Application Response.

- 5.12 Alterations. In no case shall AFS or any person acting on behalf of AFS make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by AFS. Any such material rearrangement, modification, improvement, addition, or other alteration shall require an application and Application Fee. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.
- 5.13 Upkeep of Remote Collocation Space. AFS shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. AFS shall be responsible for removing any AFS debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.
- 6. Ordering and Preparation of Remote Collocation Space**
- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to AFS and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof
- 6.2 Initial Application. For AFS or AFS' Guest(s) initial equipment placement, AFS shall submit to BellSouth a Physical Expanded Interconnection Application Document (Initial Application). The application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply which will be billed on the date that BellSouth provides an Application Response.
- 6.3 Subsequent Application In the event AFS or AFS' Guest(s) desires to modify the use of the Remote Collocation Space after a BFFO, AFS shall complete an application detailing all information regarding the modification to the Remote Collocation Space (Subsequent Application). BellSouth shall determine what modifications, if any, to the Remote Site Location are required to accommodate the change requested by AFS in the application. Such necessary modifications to the Remote Site Location may include, but are not limited to floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 Application Fee for Subsequent Application. The application fee paid by AFS for its request to modify the use of the Collocation Space shall be a full Application Fee as set forth in Exhibit B. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.

- 6.4 Availability of Space. Upon submission of an application, BellSouth will permit AFS to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site Collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this Section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify AFS of the amount that is available.
- 6.5 Space Availability Notification.
- 6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify AFS of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by AFS or differently configured, AFS must resubmit its application to reflect the actual space available.
- 6.5.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be billed by BellSouth on the date that BellSouth provides an Application Response. When BellSouth's Application Response includes an amount of space less than that requested by AFS or differently configured, AFS must amend its application to reflect the actual space available prior to submitting a BFFO.
- 6.6 Denial of Application. If BellSouth notifies AFS that no space is available (Denial of Application), BellSouth will not assess an Application Fee. After notifying AFS that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow AFS, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.7 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such

- information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit AFS to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of the telecommunications carrier on said waiting list. If not known sixty (60) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.8.2 When space becomes available, AFS must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If AFS has originally requested caged Remote Collocation Space and cageless Remote Collocation Space becomes available, AFS may refuse such space and notify BellSouth in writing within that time that AFS wants to maintain its place on the waiting list without accepting such space. AFS may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If AFS does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next telecommunications carrier on the waiting list and remove AFS from the waiting list. Upon request, BellSouth will advise AFS as to its position on the list.
- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that there is insufficient space to accommodate Remote Site Collocation. BellSouth will also post a document on its

Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.

6.10 Application Response.

6.10.1 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide Application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable AFS to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When AFS submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) calendar day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.

6.10.2 In North Carolina and Tennessee when space has been determined to be available, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.11 Application Modifications.

6.11.1 If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of AFS or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth will charge AFS a full application fee as set forth in Exhibit B. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.

6.12 Bona Fide Firm Order.

6.12.1 AFS shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to AFS' Bona Fide application or the application will expire.

6.12.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of AFS' BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

- 7.1.1 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For changes to Remote Collocation Space after initial space completion (Augmentation), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and AFS cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.
- 7.1.2 In North Carolina and Tennessee, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide AFS with the estimated completion date in its Response.
- 7.3 Joint Planning. Joint planning between BellSouth and AFS will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Remote Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Remote Collocation Space completion time period will be provided to AFS during joint planning.
- 7.4 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.5 Acceptance Walk through. AFS will schedule and complete an acceptance walk through of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying AFS that the Remote Collocation Space is ready for occupancy (Space Ready Date). In the event that AFS fails to complete an acceptance walk through within this fifteen (15) calendar day interval, the Remote Collocation

Space shall be deemed accepted by AFS. BellSouth will correct any deviations to AFS' original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.

- 7.6 Use of BellSouth Certified Supplier. AFS shall select a supplier which has been approved by BellSouth to perform all engineering and installation work AFS and AFS' BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, AFS must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide AFS with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing AFS' equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and AFS upon successful completion of installation. The BellSouth Certified Supplier shall bill AFS directly for all work performed for AFS pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to AFS or any supplier proposed by AFS and will not unreasonably withhold certification. All work performed by or for AFS shall conform to generally accepted industry guidelines and standards.
- 7.7 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. AFS shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service AFS' Remote Collocation Space. Upon request, BellSouth will provide AFS with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by AFS. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 7.8 Virtual Remote Site Collocation Relocation. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and physical Remote Collocation Space has subsequently become available, AFS may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by AFS, such information will be provided to AFS in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to AFS within one hundred eighty 180 calendar days of BellSouth's written denial of AFS' request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) AFS was not informed in the written denial that physical Remote Collocation Space would

become available within such one hundred eighty 180 calendar days, then AFS may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. AFS must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.

- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to “in-place” physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth’s ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days from receipt of the BFFO. BellSouth will bill AFS an Administrative Only Application Fee as set forth in Exhibit B for these changes on the date that BellSouth provides an Application Response.
- 7.9.1 In Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days from receipt of the BFFO.
- 7.10 Cancellation. If, at any time prior to space acceptance, AFS cancels its order for the Remote Collocation Space(s) (Cancellation), BellSouth will bill the applicable nonrecurring rate for any and all work processes for which work has begun.
- 7.11 Licenses. AFS, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.
- 7.12 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 8. Rates and Charges**
- 8.1 Recurring Charges. If AFS has met the applicable fifteen (15) calendar day walk-through interval(s) specified in Section 4, billing for recurring charges will begin upon the Space Acceptance Date. In the event that AFS fails to complete an acceptance walk through within the applicable fifteen (15) calendar day interval, billing for recurring charges will commence on the Space Ready Date or on the Space Acceptance Date, whichever is sooner.

- 8.2 Application Fee. BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 2. Payment of said Application Fee will be due as dictated by AFS' current billing cycle and is non-refundable.
- 8.2.1 In Tennessee the applicable Application Fee is the Planning Fee for both Initial Applications and Subsequent Applications placed by AFS. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.
- 8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power AFS' equipment. AFS shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.
- 8.4 Power. BellSouth shall make available -48 Volt (-48V) DC power for AFS' Remote Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at AFS' option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for AFS' equipment exceed the capacity available, then such power requirements shall be assessed on an individual case basis.
- 8.4.1 Adjacent Collocation Power. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by AFS' BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. AFS' BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At AFS' option, AFS may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.5 Security Escort. A security escort will be required whenever AFS or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and AFS shall pay for such half-hour charges in the event AFS fails to show up.

- 8.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

9. Insurance

- 9.1 AFS shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 9.2 AFS shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of AFS' real and personal property situated on or within BellSouth's Remote Site Location.
- 9.2.4 AFS may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days notice to AFS to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by AFS shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all of AFS' property has been removed from BellSouth's Remote Site Location, whichever period is longer. If AFS fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from AFS.
- 9.5 AFS shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in

construction and equipment installation delays. AFS shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from AFS' insurance company. AFS shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

- 9.6 AFS must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If AFS' net worth exceeds five hundred million dollars (\$500,000,000), AFS may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. AFS shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to AFS in the event that self-insurance status is not granted to AFS. If BellSouth approves AFS for self-insurance, AFS shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of AFS' corporate officers. The ability to self-insure shall continue so long as AFS meets all of the requirements of this Section. If AFS subsequently no longer satisfies this Section, AFS is required to purchase insurance as indicated by Sections 9.2.1 and Section 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to AFS to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or AFS), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided

by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

- 11.1 BellSouth may conduct an inspection of AFS' equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between AFS' equipment and equipment of BellSouth. BellSouth may conduct an inspection if AFS adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide AFS with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, AFS will be required, at its own expense, to conduct a statewide investigation of criminal history records for each AFS employee hired in the past five years being considered for work on the BellSouth Remote Site Location, for the states/counties where the AFS employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. AFS shall not be required to perform this investigation if an affiliated company of AFS has performed an investigation of the AFS employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if AFS has performed a pre-employment statewide investigation of criminal history records of the AFS employee for the states/counties where the AFS employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 AFS will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 AFS shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and AFS' name. BellSouth reserves the right to remove from its Remote Site Location any employee of AFS not possessing identification issued by AFS or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. AFS shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. AFS shall be solely responsible for ensuring that any Guest of AFS is in compliance with all subsections of this Section 12.

- 12.4 AFS shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. AFS shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any AFS personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that AFS chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, AFS may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 AFS shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 AFS shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former supplier of BellSouth and whose access to a BellSouth Remote Site Location was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each AFS employee or agent hired by AFS within five years of being considered for work on the BellSouth Remote Site Location, who requires access to a BellSouth Remote Site Location pursuant to this Attachment, AFS shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, AFS will disclose the nature of the convictions to BellSouth at that time. In the alternative, AFS may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other AFS employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, AFS shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, AFS shall promptly remove from BellSouth's Remote Site Location any employee of AFS BellSouth does not wish to grant access to its Remote Site Location 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of AFS is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.

- 12.7 Security Violations. BellSouth reserves the right to interview AFS' employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to AFS' Security contact of such interview. AFS and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving AFS' employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill AFS for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that AFS' employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill AFS for BellSouth property, which is stolen or damaged where an investigation determines the culpability of AFS' employees, agents, or suppliers and where AFS agrees, in good faith, with the results of such investigation. AFS shall notify BellSouth in writing immediately in the event that the AFS discovers one of its employees already working on the BellSouth Remote Site Location is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Remote Site Location, any employee found to have violated the security and safety requirements of this section. AFS shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth's Remote Site Location.
- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.
- 13. Destruction of Remote Collocation Space**
- 13.1 In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for AFS' permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space.

If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for AFS' permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to AFS, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. AFS may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If AFS' acceleration of the project increases the cost of the project, then those additional charges will be incurred by AFS. Where allowed and where practical, AFS may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, AFS shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for AFS' permitted use, until such Remote Collocation Space is fully repaired and restored and AFS' equipment installed therein (but in no event later than thirty (30) calendar days after the Remote Collocation Space is fully repaired and restored). Where AFS has placed a Remote Site Adjacent Arrangement pursuant to Section 3, AFS shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and AFS shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

15. Nonexclusivity

- 15.1 AFS understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such

agreements shall be determined by space availability and made on a first come, first served basis.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and AFS agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (Applicable Laws). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and AFS shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. AFS should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for AFS to follow when working at a BellSouth Remote Site Location (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. AFS will require its suppliers, agents and others accessing the BellSouth Remote Site Location to comply with these practices. Section 2 lists the Environmental categories where BellSouth practices should be followed by AFS when operating in the BellSouth Remote Site Location.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the AFS space with proper notification. BellSouth reserves the right to stop any AFS work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Remote Site Location.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Remote Site Location by AFS are owned by AFS. AFS will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by AFS or different hazardous materials used by AFS at the BellSouth Remote Site Location. AFS must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Remote Site Location.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Remote Site Location, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by AFS to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and AFS will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and AFS will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, AFS must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BellSouth disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and AFS shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Remote Site Location.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Remote Site Location, AFS agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. AFS further agrees to cooperate with BellSouth to ensure that AFS' employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by AFS, its employees, agents and/or suppliers.
- 2.1.1 The most current version of reference documentation must be requested from AFS' BellSouth Account Team Collocation Coordinator (ATCC) Representative.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other	Compliance with all applicable local, state, &	<ul style="list-style-type: none"> Std T&C 450

regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	federal laws and regulations Pollution liability insurance EVET approval of supplier	<ul style="list-style-type: none"> • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	<ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Remote Site Location (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	<ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B • (Contact ATCC Representative for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations Protection of BST employees and equipment	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	<ul style="list-style-type: none"> • –Procurement Manager (CRES Related Matters)-BST Supply Chain Services • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BST Bldg Srvc Cntr: TN (local area code) 557-6194 FL & NC (local area code) 780-2740

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

COLLOCATION - Florida

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	
							Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation-Application Fee-Initial			CLO	PE1BA		2,597.00		1.01							
		Physical Collocation-Application Fee-Subsequent			CLO	PE1CA		2,236.00		1.01							
		Physical Collocation Administrative Only-Application Fee	I		CLO	PE1BL		742.00									
		Physical Collocation-Space Preparation-Firm Order Processing			CLO	PE1SJ		288.93									
		Physical Collocation-Space Preparation-C.O. Modification per sq ft			CLO	PE1SK	2.38										
		Physical Collocation-Space Preparation-Common Systems Modification per Cage			CLO	PE1SM	92.55										
		Physical Collocation-Cable Installation per Cable			CLO	PE1BD		1,750.00		45.16							
		Physical Collocation-Floor Space per sq ft			CLO	PE1PJ	7.86										
		Physical Collocation-Cable Support Structure			CLO	PE1PM	18.96										
		Physical Collocation-Power, per Fused Amp			CLO	PE1PL	7.80										
		Physical Collocation-Power Reduction, Application Fee	I		CLO	PE1PR		399.43									
		Physical Collocation-120V, Single Phase Standby Power Rate			CLO	PE1FB	5.38										
		Physical Collocation-240V, Single Phase Standby Power Rate			CLO	PE1FD	10.77										
		Physical Collocation-120V, Three Phase Standby Power Rate			CLO	PE1FE	16.15										
		Physical Collocation-277V, Three Phase Standby Power Rate			CLO	PE1FG	37.30										
		Physical Collocation-2W Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,UDL,UNCVX,UNLDX,UNCNX	PE1P2	0.0276	8.22	7.22	5.74	4.58						
		Physical Collocation-4W Cross-Connects			CLO,UAL,UDL,UDN,UEA,UHL,UNCVX,UNCDX,UDL	PE1P4	0.0552	8.42	7.36	5.90	4.66						
		Physical Collocation-DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S,USL,U1TD1,UXTD1,UNC1X,ULDD1,USLEL,UNLD1,UDL	PE1P1	1.32	27.77	15.52	5.93	4.77						
		Physical Collocation-DS3 Cross-Connects			CLO,UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UNLD3,UDL	PE1P3	16.81	25.48	14.05	7.77	5.01						
		Physical Collocation-2-Fiber Cross-Connect			CLO,ULDD3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F2	3.34	41.94	30.52	13.91	11.16						
		Physical Collocation-4-Fiber Cross-Connect			CLO,ULDD3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F4	5.92	51.30	39.87	18.29	15.54						
		Physical Collocation-Welded Wire Cage-First 100 sq ft			CLO	PE1BW	189.45										
		Physical Collocation-Welded Wire Cage-Add'l 50 sq ft			CLO	PE1CW	18.58										
		Physical Collocation-Security System Per CO Per Assignable sq ft			CLO	PE1AY	0.0105										
		Physical Collocation-Security Access System-New Access Card Activation, per Card			CLO	PE1A1	0.0577	55.80									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA		15.65									
		Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.75									
		Physical Collocation-Security Access-Initial Key, per Key			CLO	PE1AK		26.30									
		Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.30									
		Physical Collocation-Space Availability Report per premises			CLO	PE1SR		2,159.00									
		POT Bay Arrangements prior to 6/1/99-2W Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL,UNCVX,UNCDX,UNCNX	PE1PE	0.00										
		POT Bay Arrangements prior to 6/1/99-4W Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,USL,UNCVX,UNCDX	PE1PF	0.00										

COLLOCATION - Florida

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	
							Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		POT Bay Arrangements prior to 6/1/99-DS1 Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,UDC,U AL,UHL,UCL,UEQ,CLO, WDS1L,WDS1S,USL,U1 TD1,UXTD1,UNC1X,ULD D1,USLEL,UNLD1	PE1PG	0.00										
		POT Bay Arrangements prior to 6/1/99-DS3 Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,UDC,U AL,UHL,UCL,UEQ,CLO,U E3,U1TD3,UXTD3,UXTS1 ,UNC3X,UNC3X,ULDD3, U1TS1,ULDS1,UNLD3,U DL,UDLSX	PE1PH	0.00										
		POT Bay Arrangements prior to 6/1/99-2-Fiber Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,UDC,U AL,UHL,UCL,UEQ,CLO,U LDO3,ULD12,ULD48,U1T O3,U1T12,U1T48,UDLO3 ,UDL12,UDF	PE1B2	0.00										
		POT Bay Arrangements prior to 6/1/99-4-Fiber Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,UDC,U AL,UHL,UCL,UEQ,CLO,U LDO3,ULD12,ULD48,U1T O3,U1T12,U1T48,UDLO3 ,UDL12,UDF	PE1B4	0.00										
		Physical Collocation-Request Resend of CFA Information, per CLI	I		CLO	PE1C9		77.54									
		NRC Collocation Cable Records-per request			CLO	PE1CR		1,525.00	980.22	267.08							
		NRC Collocation Cable Records-VG/DS0 Cable, per cable record			CLO	PE1CD		656.50	656.50	379.78							
		NRC Collocation Cable Records-VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.66	9.66	11.84	11.84						
		NRC Collocation Cable Records-DS1, per T1TIE			CLO	PE1C1		4.52	4.52	5.54	5.54						
		NRC Collocation Cable Records-DS3, per T3TIE			CLO	PE1C3		15.82	15.82	19.40	19.40						
		NRC Collocation Cable Records-Fiber Cable, per 99 fiber records			CLO	PE1CB		169.67	169.67	154.89	154.89						
		Physical Collocation-Security Escort-Basic, Per Quarter Hour			CLO	PE1BQ		10.89									
		Physical Collocation-Security Escort-Overtime, Per Quarter Hour			CLO	PE1OQ		13.64									
		Physical Collocation-Security Escort-Premium, Per Quarter Hour			CLO	PE1PQ		16.40									
		Physical Collocation-Security Escort-Basic, per Half Hour			CLO,CLORS	PE1BT		33.99	21.54								
		Physical Collocation-Security Escort-Overtime, per Half Hour			CLO,CLORS	PE1OT		44.27	27.82								
		Physical Collocation-Security Escort-Premium, per Half Hour			CLO,CLORS	PE1PT		54.55	34.10								
		V to P Conversion, Per Customer Request-Voice Grade	I		CLO	PE1BV		33.00									
		V to P Conversion, Per Customer Request-DS0	I		CLO	PE1BO		33.00									
		V to P Conversion, Per Customer Request-DS1	I		CLO	PE1B1		52.00									
		V to P Conversion, Per Customer request-DS3	I		CLO	PE1B3		52.00									
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured	I		CLO	PE1BR		23.00									
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured	I		CLO	PE1BP		23.00									
		V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured	I		CLO	PE1BS		33.00									
		V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured	I		CLO	PE1BE		37.00									
		V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof	I		CLO	PE1B7		592.00									
		Physical Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.001										
		Physical Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO,UE3,USL	PE1DS	0.0014										
		Physical Collocation-Co-Carrier Cross Connects-Application Fee, per application			CLO	PE1DT		584.11									
PHYSICAL COLLOCATION																	
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	PE1R2	0.0276	8.22	7.22				11.90				
		Physical Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	PE1R2	0.0276	8.22	7.22				11.90				
		Physical Collocation 2W Cross Connect, Exchange Port 2W Voice Grade PBX Trunk-Res			UEPSE	PE1R2	0.0276	8.22	7.22				11.90				
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Bus			UEPSB	PE1R2	0.0276	8.22	7.22				11.90				
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPSX	PE1R2	0.0276	8.22	7.22				11.90				
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	PE1R2	0.0276	8.22	7.22				11.90				
		Physical Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	PE1R4	0.0552	8.42	7.36				11.90				

COLLOCATION - Florida															Attachment: 4		Exhibit B	
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Electronically per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic
									Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)				
										First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN
ADJACENT COLLOCATION																		
		Adjacent Collocation-Space Charge per sq ft					CLOAC	PE1JA	0.1635									
		Adjacent Collocation-Electrical Facility Charge per Linear Ft.					CLOAC	PE1JC	5.11									
		Adjacent Collocation-2W Cross-Connects					CLOAC	PE1P2	0.0213	24.69	23.69	11.77	10.62					
		Adjacent Collocation-4W Cross-Connects					UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.0426	24.88	23.83	12.04	10.80					
		Adjacent Collocation-DS1 Cross-Connects					USL,CLOAC	PE1P1	1.22	44.24	31.98	12.07	10.91					
		Adjacent Collocation-DS3 Cross-Connects					CLOAC	PE1P3	16.56	41.94	30.52	13.91	11.15					
		Adjacent Collocation-2-Fiber Cross-Connect					CLOAC	PE1F2	2.81	41.94	30.52	13.91	11.16					
		Adjacent Collocation-4-Fiber Cross-Connect					CLOAC	PE1F4	5.36	51.30	39.87	18.29	15.54					
		Adjacent Collocation-Application Fee					CLOAC	PE1JB		2,785.00		1.01						
		Adjacent Collocation-120V, Single Phase Standby Power Rate per AC Breaker Amp					CLOAC	PE1FB	5.38									
		Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp					CLOAC	PE1FD	10.77									
		Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp					CLOAC	PE1FE	16.15									
		Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp					CLOAC	PE1FG	37.30									
		Adjacent Collocation-Cable Support Structure per Entrance Cable		I			CLOAC	PE1PM	18.96									
PHYSICAL COLLOCATION IN THE REMOTE SITE																		
		Physical Collocation in the Remote Site-Application Fee					CLORS	PE1RA		617.91		328.81						
		Cabinet Space in the Remote Site per Bay/ Rack					CLORS	PE1RB	219.49									
		Physical Collocation in the Remote Site-Security Access-Key					CLORS	PE1RD		26.30								
		Physical Collocation in the Remote Site-Space Availability Report per Premises Requested					CLORS	PE1SR		232.69								
		Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested					CLORS	PE1RE		75.41								
		Remote Site DLEC Data (BRSD), per Compact Disk, per CO					CLORS	PE1RR		233.51								
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																		
		Remote Site-Adjacent Collocation-AC Power, per breaker amp					CLORS	PE1RS	6.27									
		Remote Site-Adjacent Collocation-Real Estate, per square foot					CLORS	PE1RT	0.134									
		Remote Site-Adjacent Collocation-Application Fee					CLORS	PE1RU		755.62	755.62							
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																		
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																		

COLLOCATION - North Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-
Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)							
First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
PHYSICAL COLLOCATION												
	Physical Collocation-Application Fee-Initial	I		CLO	PE1BA	3,850.00	3,850.00					
	Physical Collocation-Application Fee-Subsequent			CLO	PE1CA	3,119.00	3,119.00					
	Physical Collocation Administrative Only-Application Fee			CLO	PE1BL	741.44						
	Physical Collocation-Space Preparation-C.O. Modification per sq ft	I		CLO	PE1SK	1.57						
	Physical Collocation-Space Preparation-Common Systems Modification per sq ft-Cageless	I		CLO	PE1SL	3.26						
	Physical Collocation-Space Preparation-Common Systems Modification per Cage	I		CLO	PE1SM	110.79						
	Space Preparation Fees-Power Per Nominal -48V Dc Amp	I		CLO	PE1FH	5.76						
	Physical Collocation-Cable Installation	I		CLO	PE1BD	2,305.00	2,305.00					
	Physical Collocation-Floor Space per sq ft	I		CLO	PE1PJ	3.45						
	Physical Collocation-Cable Support Structure	I		CLO	PE1PM	21.33						
	Physical Collocation-Power -48V DC Power, per Fused Amp	I		CLO	PE1PL	8.50						
	Physical Collocation-Power Reduction, Application Fee	I		CLO	PE1PR	399.13						
	Physical Collocation-120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.50						
	Physical Collocation-240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.01						
	Physical Collocation-120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.51						
	Physical Collocation-277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.12						
	Physical Collocation-2W Cross-Connects	I		UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,UDL,UNCVX,UNLDX,UNCNX	PE1P2	0.32	41.78	39.23				
	Physical Collocation-4W Cross-Connects	I		CLO,UAL,UDL,UDN,UEA,UHL,UNCVX,UNCDX,UCL	PE1P4	0.64	41.91	39.25				
	Physical Collocation-DS1 Cross-Connects	I		CLO,UEANL,UEQ,WDS1L,WDS1S,USL,U1TD1,UXTD1,UNC1X,ULDD1,USLEL,UNLD1,UDL	PE1P1	2.34	71.02	51.08				
	Physical Collocation-DS3 Cross-Connects	I		CLO,UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNC3X,ULDD3,U1TS1,ULDS1,UNLD3,UDL	PE1P3	42.84	69.84	49.43				
	Physical Collocation-2-Fiber Cross-Connect	I		CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F2	2.94	51.97	38.59				
	Physical Collocation-4-Fiber Cross-Connect	I		CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F4	5.62	64.53	51.15				
	Physical Collocation-Welded Wire Cage-First 100 sq ft	I		CLO	PE1BW	102.76						
	Physical Collocation-Welded Wire Cage-Add'l 50 sq ft	I		CLO	PE1CW	10.44						
	Physical Collocation-Security Access System-Security System per CO	I		CLO	PE1AX	41.03						
	Physical Collocation-Security Access System-New Access Card Activation, per Card	I		CLO	PE1A1	0.062	55.30	55.30				
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card	I		CLO	PE1AA		15.51	15.51				
	Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.34	45.34				
	Physical Collocation-Security Access-Initial Key, per Key			CLO	PE1AK		26.18	26.18				
	Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.18	26.18				
	Physical Collocation-Space Availability Report per premises	I		CLO	PE1SR		2,140.00	2,140.00				
	POT Bay Arrangements prior to 6/1/99-2W Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL,UNCVX,UNCDX,UNCNX	PE1PE	0.10						
	POT Bay Arrangements prior to 6/1/99-4W Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,USL,UNCVX,UNCDX	PE1PF	0.19						

COLLOCATION - North Carolina

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC		RATES (\$)	Svc Order Submitte d Elec per LSR	Svc Order Submitted Manually per LSR	Incrementa l Charge - Manual Svc Order vs. Electronic-	Incrementa l Charge - Manual Svc Order vs. Electronic-	Incrementa l Charge - Manual Svc Order vs. Electronic-	Increment al Charge - Manual Svc Order vs. Electronic-	
							Rec	Nonrecurring First Add'l	NRC Disconnect First Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		POT Bay Arrangements prior to 6/1/99-DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WD S1L,WDS1S,USL,U1TD1, UXTD1,UNC1X,ULDD1,USLEL,UNLD1	PE1PG	0.79								
		POT Bay Arrangements prior to 6/1/99-DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNCSX,ULDD3,U1TS1,ULDS1,UNLD3,UDL,UDLSX	PE1PH	4.85								
		POT Bay Arrangements prior to 6/1/99-2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1B2	45.30								
		POT Bay Arrangements prior to 6/1/99-4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1B4	61.09								
		Physical Collocation-Request Resend of CFA Information, per CLLI			CLO	PE1C9		77.48							
		NRC Collocation Cable Records-per request			CLO	PE1CR		1,707.00							
		NRC Collocation Cable Records-VG/DS0 Cable, per cable record			CLO	PE1CD		923.08							
		NRC Collocation Cable Records-VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.02	18.02						
		NRC Collocation Cable Records-DS1, per T1TIE			CLO	PE1C1		8.43	8.43						
		NRC Collocation Cable Records-DS3, per T3TIE			CLO	PE1C3		29.51	29.51						
		NRC Collocation Cable Records-Fiber Cable, per 99 fiber records			CLO	PE1CB		278.82	278.82						
		Physical Collocation-Security Escort-Basic, per Half Hour			CLO,CLORS	PE1BT		42.92	25.56						
		Physical Collocation-Security Escort-Overtime, per Half Hour			CLO,CLORS	PE1OT		54.51	32.44						
		Physical Collocation-Security Escort-Premium, per Half Hour			CLO,CLORS	PE1PT		66.10	39.32						
		V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV		33.00							
		V to P Conversion, Per Customer Request-DS0			CLO	PE1BO		33.00							
		V to P Conversion, Per Customer Request-DS1			CLO	PE1B1		52.00							
		V to P Conversion, Per Customer request-DS3			CLO	PE1B3		52.00							
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR		23.00							
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP		23.00							
		V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS		33.00							
		V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE		37.00							
		V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7		592.00							
		Physical Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.0018								
		Physical Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO,UE3,USL	PE1DS	0.0027								
		Physical Collocation-Co-Carrier Cross Connects-Application Fee, per application			CLO	PE1DT		583.66							
PHYSICAL COLLOCATION															
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	PE1R2	0.32	41.78	39.23			26.94	12.76		
		Physical Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	PE1R2	0.32	41.78	39.23			26.94	12.76		
		Physical Collocation 2W Cross Connect, Exchange Port 2W Voice Grade PBX Trunk-Res			UEPSE	PE1R2	0.32	41.78	39.23			26.94	12.76		
		Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Bus			UEPSB	PE1R2	0.32	41.78	39.23			26.94	12.76		
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPSX	PE1R2	0.32	41.78	39.23			26.94	12.76		
		Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	PE1R2	0.32	41.78	39.23			26.94	12.76		
		Physical Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	PE1R4	0.64	41.91	39.25			26.94	12.76		
ADJACENT COLLOCATION															
		Adjacent Collocation-Space Charge per sq ft			CLOAC	PE1JA	0.179								
		Adjacent Collocation-Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.96								

COLLOCATION - North Carolina											Attachment: 4		Exhibit B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)			Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-
						Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)			
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN
	Adjacent Collocation-2W Cross-Connects			CLOAC	PE1P2	0.32	41.78	39.23						
	Adjacent Collocation-4W Cross-Connects			UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.64	41.91	39.25						
	Adjacent Collocation-DS1 Cross-Connects			USL,CLOAC	PE1P1	2.34	71.02	51.08						
	Adjacent Collocation-DS3 Cross-Connects			CLOAC	PE1P3	42.84	69.84	49.43						
	Adjacent Collocation-2-Fiber Cross-Connect			CLOAC	PE1F2	2.94	51.97	38.59						
	Adjacent Collocation-4-Fiber Cross-Connect			CLOAC	PE1F4	5.62	64.53	51.15						
	Adjacent Collocation-Application Fee			CLOAC	PE1JB		3,153.00							
	Adjacent Collocation-120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.50								
	Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.01								
	Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.51								
	Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	38.12								
PHYSICAL COLLOCATION IN THE REMOTE SITE														
	Physical Collocation in the Remote Site-Application Fee			CLORS	PE1RA		865.34	865.34						
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	254.02								
	Physical Collocation in the Remote Site-Security Access-Key			CLORS	PE1RD		26.06	26.06						
	Physical Collocation in the Remote Site-Space Availability Report per Premises Requested			CLORS	PE1SR		230.60	230.60						
	Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		74.74	74.74						
	Remote Site DLEC Data (BRSDDD), per Compact Disk, per CO			CLORS	PE1RR		232.94							
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT														
	Remote Site-Adjacent Collocation-AC Power, per breaker amp			CLORS	PE1RS	6.27								
	Remote Site-Adjacent Collocation-Real Estate, per square foot			CLORS	PE1RT	0.134								
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62						
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.														
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.														

COLLOCATION - Tennessee

COLLOCATION - Tennessee										Attachment: 4		Exhibit B					
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC		RATES (\$)	Svc Order Submitted per Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-			
							Rec	Nonrecurring First	Add'l	NRC Disconnect First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation-Cageless-Application Fee			CLO	PE1CH		2,633.00	2,633.00								
		Physical Collocation Administrative Only-Application Fee	I		CLO	PE1BL		743.25									
		Physical Collocation-Space Preparation-C.O. Modification per sq ft	I		CLO	PE1SK	2.74										
		Physical Collocation-Space Preparation-Common Systems Modification per sq ft-Cageless	I		CLO	PE1SL	2.95										
		Physical Collocation-Space Preparation-Common Systems Modification per Cage	I		CLO	PE1SM	100.14										
		Physical Collocation-Cageless-Cable Installation Cost, per cable						1,749.00	1,749.00								
		Physical Collocation-Cageless-Floor Space, per sq ft					3.91										
		Physical Collocation-Floor Space per sq ft	I		CLO	PE1PJ	6.75										
		Physical Collocation-Cageless-Cable Support Structure			CLO	PE1CJ	17.87										
		Physical Collocation-Cable Support Structure	I		CLO	PE1PM	19.80										
		Physical Collocation-Cageless-Floor Space Power, per Fused Amp					6.79										
		Physical Collocation-Power -48V DC Power, per Fused Amp	I		CLO	PE1PL	8.87										
		Physical Collocation-Power Reduction, Application Fee	I		CLO	PE1PR	400.10										
		Physical Collocation-120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.60										
		Physical Collocation-240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.22										
		Physical Collocation-120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.82										
		Physical Collocation-277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.84										
		Physical Collocation-2W Cross-Connects	I		UEANL,UEA,UDN,UDC,U AL,UHL,UCL,UEQ,UDL,U NCVX,UNLDX,UNCNX	PE1P2	0.033	33.82	31.92								
		Physical Collocation-4W Cross-Connects	I		CLO,UAL,UDL,UDN,UEA, UHL,UNCVX,UNCDX,UC L	PE1P4	0.066	33.94	31.95								
		Physical Collocation-DS1 Cross-Connects	I		CLO,UEANL,UEQ,WDS1 L,WDS1S,USL,U1TD1,U XTD1,UNC1X,ULDD1,US LEL,UNLD1,UDL	PE1P1	1.51	53.27	40.16								
		Physical Collocation-DS3 Cross-Connects	I		CLO,UE3,U1TD3,UXTD3, UXTS1,UNC3X,UNCXS,U LDD3,U1TS1,ULDS1,UNL D3,UDL	PE1P3	19.26	52.37	38.89								
		Physical Collocation-2-Fiber Cross-Connect	I		CLO,ULDO3,ULD12,ULD 48,U1TO3,U1T12,U1T48, UDLO3,UDL12,UDF	PE1F2	15.64	41.56	29.82	12.96	10.34			2.69	2.69	1.56	1.56
		Physical Collocation-4-Fiber Cross-Connect	I		CLO,ULDO3,ULD12,ULD 48,U1TO3,U1T12,U1T48, UDLO3,UDL12,UDF	PE1F4	28.11	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56
		Physical Collocation-Welded Wire Cage-First 100 sq ft	I		CLO	PE1BW	218.53										
		Physical Collocation-Welded Wire Cage-Add'l 50 sq ft	I		CLO	PE1CW	21.44										
		Physical Collocation-Security Access System-Security System per CO	I		CLO	PE1AX	55.99										
		Physical Collocation-Security Access System-New Access Card Activation, per Card	I		CLO	PE1A1	0.059	55.67	55.67								
		Physical Collocation-Space Availability Report per premises			CLO	PE1SR		2,027.00	2,154.00								
		POT Bay Arrangements prior to 6/1/99-2W Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,UDC,U AL,UHL,UCL,UEQ,CLO,U DL,UNCVX,UNCDX,UNC NX	PE1PE	0.40										
		POT Bay Arrangements prior to 6/1/99-4W Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,UDC,U AL,UHL,UCL,UEQ,CLO,U SL,UNCVX,UNCDX	PE1PF	1.20										
		POT Bay Arrangements prior to 6/1/99-DS1 Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,UDC,U AL,UHL,UCL,UEQ,CLO, WDS1L,WDS1S,USL,U1 TD1,UXTD1,UNC1X,ULD D1,USLEL,UNLD1	PE1PG	1.20										

COLLOCATION - Tennessee

COLLOCATION - Tennessee										Attachment: 4		Exhibit B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Electronically vs. LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-			
						Rec	Nonrecurring	NRC Disconnect		OSS Rates(\$)						
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	POT Bay Arrangements prior to 6/1/99-DS3 Cross-Connect, per cross-connect	I		UEANL,UEA,UDN,UDC,U AL,UHL,UCL,UEQ,CLO,U E3,U1TD3,UXTD3,UXTS1 ,UNC3X,UNC3X,ULDD3, U1TS1,ULDS1,UNLD3,U DL,UDLSX	PE1PH	8.00										
	POT Bay Arrangements prior to 6/1/99-2-Fiber Cross-Connect, Per Cross-Connect			UEANL,UEA,UDN,UDC,U AL,UHL,UCL,UEQ,CLO,U LDO3,ULD12,ULD48,U1T O3,U1T12,U1T48,UDLO3 ,UDL12,UDF	PE1B2	38.79										
	POT Bay Arrangements prior to 6/1/99-4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,U AL,UHL,UCL,UEQ,CLO,U LDO3,ULD12,ULD48,U1T O3,U1T12,U1T48,UDLO3 ,UDL12,UDF	PE1B4	52.31										
	Physical Collocation-Request Resend of CFA Information, per CLLI	I		CLO	PE1C9		77.67									
	NRC Collocation Cable Records-per request	I		CLO	PE1CR		1,711.00									
	NRC Collocation Cable Records-VG/DS0 Cable, per cable record	I		CLO	PE1CD		925.06									
	NRC Collocation Cable Records-VG/DS0 Cable, per each 100 pair	I		CLO	PE1CO		18.05	18.05								
	NRC Collocation Cable Records-DS1, per T1TIE	I		CLO	PE1C1		8.45	8.45								
	NRC Collocation Cable Records-DS3, per T3TIE	I		CLO	PE1C3		29.57	29.57								
	NRC Collocation Cable Records-Fiber Cable, per 99 fiber records	I		CLO	PE1CB		279.42	279.42								
	Physical Collocation-Cageless-Security Escort-Basic, per Half Hour						33.15	20.44								
	Physical Collocation-Cageless-Security Escort-Overtime, per Half Hour						41.50	25.61								
	Physical Collocation-Cageless-Security Escort-Premium, per Half Hour						49.86	30.79								
	V to P Conversion, Per Customer Request-VG	I		CLO	PE1BV		33.00									
	V to P Conversion, Per Customer Request-DS0	I		CLO	PE1BO		33.00									
	V to P Conversion, Per Customer Request-DS1	I		CLO	PE1B1		52.00									
	V to P Conversion, Per Customer request-DS3	I		CLO	PE1B3		52.00									
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured	I		CLO	PE1BR		23.00									
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured	I		CLO	PE1BP		23.00									
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured	I		CLO	PE1BS		33.00									
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured	I		CLO	PE1BE		37.00									
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof	I		CLO	PE1B7		592.00									
	Physical Caged Collocation-App Cost(initial & sub)-Planning, per request			CLO	PE1AC	16.16	2,903.66	2,903.66								
	Physical Caged Collocation-Space Prep-Grounding, per location			CLO	PE1BB	4.32										
	Physical Caged Collocation-NRC Charge Individual Case Basis Space Prep-Grounding ,per location			CLO	PE11D		ICB									
	Physical Caged Collocation-Space Prep-Power Delivery, per 40 amp Feed			CLO	PE1SN		142.40									
	Physical Caged Collocation-Space Prep-Power Delivery, per 100 amp Feed			CLO	PE1SO		185.72									
	Physical Caged Collocation-Space Prep-Power Delivery, per 200 amp Feed			CLO	PE1SP		242.05									
	Physical Caged Collocation-Space Enclosure-Cage Preparation, per first 100 sq ft			CLO	PE1S1	110.97										
	Physical Caged Collocation-Space Enclosure-Cage Preparation2, per add'l 50 sq ft			CLO	PE1S5	55.49										
	Physical Caged collocation-Cable Installation-Entrance Fiber Structure, interduct per ft.			CLO	PE1CP	0.0156										
	Physical Caged Collocation-Cable Installation-Entrance Fiber, per cable			CLO	PE1CQ	2.56	944.27									
	Physical Caged Collocation-Floor Space-Land & Buildings, per sq ft			CLO	PE1FS	5.94										
	Physical Caged Collocation-Cable Support Structure-Cable Racking, per entrance cable			CLO	PE1CS	21.47										
	Physical Caged Collocation-Power-Power Construction, per amp DC plant			CLO	PE1PN	3.55										
	Physical Caged Collocation-Power-Power Consumption,per amp AC usage			CLO	PE1PO	2.03										
	Physical Caged Collocation-2W Cross Connects-VG ckt, per ckt.			CLO	PE12C	0.0475	7.68									
	Physical Caged Collocation-4W Cross Connects-VG Ckts, per ckt.			CLO	PE14C	0.0475	7.68									
	Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per ckt.			CLO	PE11S	7.68	41.65									
	Physical Caged Collocation-DS1 Cross Connects-Connection to DSX, per ckt.			CLO	PE11X	0.38	41.65									

COLLOCATION - Tennessee

COLLOCATION - Tennessee											Attachment: 4		Exhibit B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-				
						Rec	Nonrecurring		NRC Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per ckt.			CLO	PE13S	53.96	298.03									
	Physical Caged Collocation-DS3 Cross Connects-Connection to DSX, per ckt.			CLO	PE13X	9.32	298.03									
	Physical Caged Collocation-Security Access-Access Cards, per 5 Cards			CLO	PE1A2		76.10									
	Physical Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.0013										
	Physical Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO	PE1DS	0.0019										
	Physical Collocation-Co-Carrier Cross Connects-Application Fee, per application			CLO	PE1DT		585.09									
PHYSICAL COLLOCATION																
	Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Res			UEPSR	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2W Cross Connect, Exchange Port 2W Line Side PBX Trunk-Bus			UEPSP	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2W Cross Connect, Exchange Port 2W VG PBX Trunk-Res			UEPSE	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2W Cross Connect, Exchange Port 2W Analog-Bus			UEPSB	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPSX	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 2W Cross Connect, Exchange Port 2W ISDN			UEPTX	PE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Physical Collocation 4W Cross Connect, Exchange Port 4W ISDN DS1			UEPEX	PE1R4	0.50	19.20	19.20					20.35	10.54	13.32	1.40
ADJACENT COLLOCATION																
	Adjacent Collocation-Space Charge per sq ft			CLOAC	PE1JA	0.0656										
	Adjacent Collocation-Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.53										
	Adjacent Collocation-2W Cross-Connects			CLOAC	PE1P2	0.34	11.12	10.18	11.33	10.23			1.77	1.77	1.12	1.12
	Adjacent Collocation-4W Cross-Connects			UEA,UHL,UDL,UCL,CLO AC	PE1P4	0.33	11.30	10.31	11.62	10.44			1.77	1.77	1.12	1.12
	Adjacent Collocation-DS1 Cross-Connects			USL,CLOAC	PE1P1	1.70	28.39	16.88	11.65	10.54			1.77	1.77	1.12	1.12
	Adjacent Collocation-DS3 Cross-Connects			CLOAC	PE1P3	19.03	26.23	15.51	13.40	10.77			1.77	1.77	1.12	1.12
	Adjacent Collocation-2-Fiber Cross-Connect			CLOAC	PE1F2	3.49	26.23	15.51	13.41	10.78			1.77	1.77	1.12	1.12
	Adjacent Collocation-4-Fiber Cross-Connect			CLOAC	PE1F4	6.50	29.75	19.02	17.60	14.97			1.77	1.77	1.12	1.12
	Adjacent Collocation-Application Fee			CLOAC	PE1JB		2,973.00		0.9475							
	Adjacent Collocation-120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.81										
	Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.64										
	Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	17.45										
	Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	40.30										
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site-Application Fee			CLORS	PE1RA		580.20		312.76							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	220.41										
	Physical Collocation in the Remote Site-Security Access-Key			CLORS	PE1RD		24.69									
	Physical Collocation in the Remote Site-Space Availability Report per Premises Requested			CLORS	PE1SR		218.49									
	Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.81									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		234.15									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																
	Remote Site-Adjacent Collocation-AC Power, per breaker amp			CLORS	PE1RS	6.27										
	Remote Site-Adjacent Collocation-Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

ATTACHMENT 5

ACCESS TO NUMBERS AND NUMBER PORTABILITY

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3. OPERATIONAL SUPPORT SYSTEM (OSS) RATES.....	4

ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

- 1.1 During the term of this Agreement, where AFS is utilizing its own switch, AFS shall contact the North American Numbering Plan Administrator, NeuStar, for the assignment of numbering resources. In order to be assigned a Central Office Code, AFS will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).
- 1.2 Where BellSouth provides local switching or resold services to AFS, BellSouth will provide AFS with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. AFS acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. AFS acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center; and in such instances, BellSouth may request that AFS return unused intermediate numbers to BellSouth. AFS shall return unused intermediate numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.
- 1.3 BellSouth will allow AFS to designate up to 100 intermediate telephone numbers per rate center for AFS' sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. AFS acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

2. LOCAL SERVICE PROVIDER NUMBER PORTABILITY - PERMANENT SOLUTION (LNP)

- 2.1 The Parties will offer Number Portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry forums.
- 2.2 End User Line Charge. Where AFS subscribes to BellSouth's local switching, BellSouth shall bill and AFS shall pay the end user line charge associated with implementing LNP as set forth in BellSouth's FCC Tariff No. 1. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.

- 2.3 To limit service outage, BellSouth and AFS will adhere to the process flows and cutover guidelines for porting numbers as outlined in the LNP Reference Guide, as amended from time to time. The LNP Reference Guide, incorporated herein by reference, is accessible via the Internet at the following site:
<http://www.interconnection.bellsouth.com>. All intervals referenced in the LNP Reference Guide shall apply to both BellSouth and AFS.
- 2.4 The Parties will set Location Routing Number (LRN) unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 2.5 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.
- 2.6 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.
- 2.7 BellSouth and AFS will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.

3. OPERATIONAL SUPPORT SYSTEM (OSS) RATES

- 3.1 The terms, conditions and rates for OSS are as set forth in Attachment 2.

Attachment 6
Pre-Ordering, Ordering, Provisioning,
Maintenance and Repair

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1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR. 3

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1.1 BellSouth shall provide pre-ordering, ordering, provisioning, and maintenance and repair services to AFS that are equivalent to the pre-ordering, ordering, provisioning, and maintenance and repair services BellSouth provides to itself or any other CLEC where technically feasible. The guidelines for pre-ordering, ordering, provisioning, and maintenance and repair are set forth in the various guides and business rules, as appropriate, and as they are amended from time to time during this Agreement. The guides and business rules are found at <http://www.interconnection.bellsouth.com> and are incorporated herein by reference.

1.2 For purposes of this Agreement, BellSouth's regular working hours for provisioning are defined as follows:

Monday – Friday – 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated,
coordinated orders and order
coordinated-time specific)
Saturday - 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated
orders)

1.2.1 The above hours represent the hours, either Eastern or Central Time, of the location where the physical work is being performed.

1.2.2 To the extent AFS requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or Project Manager to work outside of regular working hours, overtime billing charges shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or Project Manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of AFS, BellSouth will not assess AFS additional charges beyond the rates and charges specified in this Agreement.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

2.1 BellSouth shall provide AFS access to operations support systems (OSS) functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of AFS to

obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for AFS' access and use of BellSouth's electronic interfaces are set forth at www.interconnection.bellsouth.com and are incorporated herein by reference.

- 2.1.1 Pre-Ordering. In accordance with FCC and Commission rules and orders, BellSouth will provide electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Access is provided through the Local Exchange Navigation System (LENS) interface and the Telecommunications Access Gateway (TAG) interface. Customer record information includes customer specific information in CRIS and RSAG. AFS shall provide to BellSouth access to customer record information including circuit numbers associated with each telephone number where applicable. AFS shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, AFS shall provide to BellSouth paper copies of customer record information including circuit numbers associated with each telephone number where applicable. If BellSouth requests the information before noon, the customer record information shall be provided the same day. If BellSouth requests the information after noon, the customer record information shall be provided by noon the following day.
- 2.1.2 The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. AFS will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided. BellSouth reserves the right to audit AFS' access to customer record information. If a BellSouth audit of AFS' access to customer record information reveals that AFS is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to AFS may take corrective action, including but not limited to suspending or terminating AFS' electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.
- 2.1.3 Service Ordering. BellSouth will make available the Electronic Data Interchange (EDI) interface and the TAG ordering interface for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests and certain network elements. AFS may integrate the EDI interface or the TAG ordering interface with the TAG pre-ordering interface. In addition, BellSouth will provide integrated pre-ordering and ordering capability through the LENS interface for non-complex and certain complex resale service requests and certain network element requests.
- 2.1.4 Maintenance and Repair. AFS may report and monitor service troubles and obtain repair services from BellSouth via electronic interfaces. BellSouth provides

several options for electronic trouble reporting. For exchange services, BellSouth will offer AFS non-discriminatory access to the Trouble Analysis Facilitation Interface (TAFI). In addition, BellSouth will offer an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth will provide non-discriminatory trouble reporting via the ECTA Gateway. BellSouth will provide AFS an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. Requests for trouble repair will be billed in accordance with the provisions of this Attachment. BellSouth and AFS agree to adhere to BellSouth's Operational Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via the Internet at www.interconnection.bellsouth.com.

2.2 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Change Control Process (CCP). Guidelines for this process are set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.

2.3 BellSouth's Versioning Policy for Electronic Interfaces. BellSouth's Versioning Policy is part of the CCP. Pursuant to the CCP, BellSouth will issue new software releases for new industry standards for its EDI and TAG electronic interfaces. The Versioning Policy, including the appropriate notification to AFS, is set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at www.interconnection.bellsouth.com.

2.4 Rates. Charges for use of OSS shall be as set forth in Attachments 1 and 2 of this Agreement and are incorporated herein by reference.

3. MISCELLANEOUS

3.1 Pending Orders. Orders placed in the hold or pending status by AFS will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, AFS shall be required to submit a new service request. Incorrect or invalid requests returned to AFS for correction or clarification will be held for thirty (30) days. If AFS does not return a corrected request within thirty (30) days, BellSouth will cancel the request.

3.2 Single Point of Contact. AFS will be the single point of contact with BellSouth for ordering activity for network elements and other services used by AFS to provide services to its end users, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected end user. AFS and BellSouth shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of end user authorization will not be necessary with every request. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law

including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes, including Un-PIC. Pursuant to a request from another carrier, BellSouth may disconnect any network element being used by AFS to provide service to that end user and may reuse such network elements or facilities to enable such other carrier to provide service to the end user. BellSouth will notify AFS that such a request has been processed but will not be required to notify AFS in advance of such processing.

- 3.2.1 Neither BellSouth nor AFS shall prevent or delay an end user from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 3.2.2 BellSouth shall provide access to customer service records (CSRs), Firm Order Confirmations (FOCs) and Local Service Request (LSR) rejects within the intervals set forth in Attachment 9 of this Agreement.
- 3.2.3 AFS shall return a FOC to BellSouth within thirty-six (36) hours after AFS' receipt from BellSouth of a valid LSR.
- 3.2.4 AFS shall provide a Reject Response to BellSouth within twenty-four (24) hours after BellSouth's submission of an LSR which is incomplete or incorrectly formatted.
- 3.3 Use of Facilities. When a customer of AFS elects to discontinue service and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to AFS by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received a request to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility. BellSouth will notify AFS that such a request has been processed after the disconnect order has been completed.
- 3.4 Contact Numbers. The Parties agree to provide one another with toll-free nationwide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an interexchange carrier (IXC) (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
- 3.6 Cancellation Charges. If AFS cancels a request for network elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that request will be recovered in accordance with BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5.4, as applicable. Notwithstanding the foregoing, if AFS places an LSR based upon BellSouth's loop makeup information,

and such information is inaccurate resulting in the inability of BellSouth to provision the network elements or services requested in accordance with the transmission characteristics of the network elements or services requested, cancellation charges described in this Section shall not apply. Where AFS places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if BellSouth cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, AFS may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should AFS elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup.

- 3.7 Service Date Advancement Charges (a.k.a. Expedites). For Service Date Advancement requests by AFS, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, and included in Attachment 2, will apply as applicable.

Attachment 7

Billing

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BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

- 1.1 **Billing.** BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information System (CRIS) depending on the particular service(s) provided to AFS under this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the applicable industry forum.
 - 1.1.1 For any service(s) BellSouth receives from AFS, AFS shall bill BellSouth in CABS format.
 - 1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.
 - 1.1.3 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to BellSouth.
 - 1.1.4 BellSouth will render bills each month for resold lines on established bill days for each of AFS' accounts. If either Party requests multiple billing media or additional copies of the bills, the Billing Party will provide these at a reasonable cost.
 - 1.1.5 BellSouth will bill AFS in advance for all resold services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill AFS, and AFS will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees.
 - 1.1.6 BellSouth will not perform billing and collection services for AFS as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.
 - 1.1.7 In the event that this Agreement or an amendment to this Agreement effects a rate change to recurring rate elements that are billed in advance, BellSouth will make an adjustment to such recurring rates billed in advance and at the previously effective rate. The adjustment shall reflect billing at the new rates from the Effective Date of the Agreement or amendment.

- 1.2 Establishing Accounts. After receiving certification as a local exchange carrier from the appropriate regulatory agency, AFS will provide the appropriate BellSouth Local Contract Manager the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services, Collocation and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Number (OCN) assigned by NECA, Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Abbreviation (ACNA), as applicable, and a tax exemption certificate, if applicable.
- 1.2.1 OCN. If AFS needs to change its OCN(s) under which it operates when AFS has already been conducting business utilizing those OCN(s), AFS shall bear all costs incurred by BellSouth to convert AFS to the new OCN(s). OCN conversion charges include all time required to make system updates to all of AFS' end user customer records and will be handled by the BFR/NBR process.
- 1.2.2 Payment Responsibility. Payment of all charges will be the responsibility of AFS. AFS shall make payment to BellSouth for all services billed. Payments made by AFS to BellSouth as payment on account will be credited to AFS' accounts receivable master account. BellSouth will not become involved in billing disputes that may arise between AFS and AFS' customer.
- 1.3 Payment Due. Payment for services provided will be due on or before the next bill date and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 1.4 If the payment due date falls on a Sunday or on a Holiday that is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.6, below, shall apply.
- 1.5 Tax Exemption. Upon BellSouth's receipt of tax exemption certificate, the total amount billed to AFS will not include those taxes or fees from which AFS is exempt. AFS will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of AFS.
- 1.6 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date

multiplied by a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff (GSST), Section B2 of the Private Line Service Tariff (PLST) or Section E2 of the Intrastate Access Tariff, as appropriate. In addition to any applicable late payment charges, AFS may be charged a fee for all returned checks as set forth in Section A2 of the GSST or pursuant to the applicable state law.

- 1.7 Discontinuing Service to AFS. The procedures for discontinuing service to AFS are as follows:
 - 1.7.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by AFS of the rules and regulations of BellSouth's tariffs.
 - 1.7.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the bill date in the month after the original bill date, BellSouth will provide written notice to AFS that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, provide written notice to the person designated by AFS to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to AFS if payment is not received by the thirtieth day following the date of the initial notice.
 - 1.7.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
 - 1.7.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and AFS' noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to AFS without further notice.
 - 1.7.5 Upon discontinuance of service on AFS' account, service to AFS' end users will be denied. BellSouth will reestablish service for AFS upon payment of all past due charges and the appropriate connection fee subject to BellSouth's normal application procedures. AFS is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen (15) days after AFS has been denied and no arrangements to reestablish service have been made consistent with this subsection, AFS' service will be disconnected.
- 1.8 Deposit Policy. AFS shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable

form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. Any such security deposit shall in no way release AFS from its obligation to make complete and timely payments of its bill. AFS shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in AFS' "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event AFS fails to remit to BellSouth any deposit requested pursuant to this Section, service to AFS may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to AFS' account(s). In the event AFS defaults on its account, service to AFS will be terminated and any security deposits will be applied to AFS' account.

- 1.9 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from AFS, shall be forwarded to the individual and/or address provided by AFS in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by AFS as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written notice from AFS to BellSouth's billing organization, a final notice of disconnection of services purchased by AFS under this Agreement shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement at least 30 days before BellSouth takes any action to terminate such services.

- 1.10 Rates. Rates for Optional Daily Usage File (ODUF), Access Daily Usage File (ADUF), Enhanced Optional Daily Usage File (EODUF) and Centralized Message Distribution Service (CMDs) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. BILLING DISPUTES

- 2.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. AFS shall report all billing disputes to BellSouth using the Billing Adjustment Request Form (RF 1461) provided by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60)

calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

2.2 For purposes of this Section 2, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

2.3 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge and interest, where applicable, shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date multiplied by the late factor as set forth in the following BellSouth tariffs: for services purchased from the GSST for purposes of resale and for ports and non-designed loops, Section A2 of the GSST; for services purchased from the PLST for purposes of resale, Section B2 of the PLST; and for designed network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

3. RAO HOSTING

3.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to AFS by BellSouth will be in accordance with the methods and practices regularly applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

3.2 AFS shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

- 3.3 Charges or credits, as applicable, will be applied by BellSouth to AFS on a monthly basis in arrears. Amounts due (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 3.4 AFS must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, AFS must request that BellSouth establish a unique hosted RAO code for AFS. Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.
- 3.5 BellSouth will receive messages from AFS that are to be processed by BellSouth, another LEC in the BellSouth region or a LEC outside the BellSouth region. AFS shall send all messages to BellSouth no later than sixty (60) days after the message date.
- 3.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from AFS.
- 3.7 All data received from AFS that is to be processed or billed by another LEC within the BellSouth region will be distributed to that LEC in accordance with the Agreement(s) in effect between BellSouth and the involved LEC.
- 3.8 All data received from AFS that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) in effect between BellSouth and its connecting contractor.
- 3.9 BellSouth will receive messages from the CMDS network that are destined to be processed by AFS and will forward them to AFS on a daily basis for processing.
- 3.10 Transmission of message data between BellSouth and AFS will be via CONNECT:Direct or CONNECT:Enterprise Client utilizing secure File Transfer Protocol (FTP).
 - 3.10.1 Data circuits (private line or dial-up) will be required between BellSouth and AFS for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, AFS will be responsible for ordering the circuit and coordinating the installation with BellSouth. AFS is responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit data will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to AFS. Additionally, all message toll charges associated with the use of the dial circuit by AFS will be the responsibility of AFS. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case

basis between the Parties. All equipment, including modems and software, that is required on the AFS end for the purpose of data transmission will be the responsibility of AFS.

- 3.10.2 If AFS utilizes CONNECT:Enterprise Client for data file transmission, purchase of the CONNECT:Enterprise Client software will be the responsibility of AFS.
- 3.11 All messages and related data exchanged between BellSouth and AFS will be formatted for EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 3.12 AFS will maintain recorded message detail necessary to recreate files provided to BellSouth for a period of three (3) calendar months beyond the related message dates.
- 3.13 Should it become necessary for AFS to send data to BellSouth more than sixty (60) days past the message date(s), AFS will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or AFS, where necessary, to notify all affected LECs.
- 3.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data. If the data cannot be retrieved, the Party responsible for losing or destroying the data will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the resolution of the amount owed, or as mutually agreed upon by the Parties.
- 3.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from AFS, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify AFS of the error. AFS will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, AFS will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 3.16 In association with message distribution service, BellSouth will provide AFS with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 3.17 Notwithstanding anything in this Agreement to the contrary, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Section 3.
- 3.18 Intercompany Settlements Messages

- 3.18.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by AFS as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between AFS and the involved company(ies), unless that company is participating in NICS.
- 3.18.2 Both traffic that originates outside the BellSouth region by AFS and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by AFS, is covered by CATS. Also covered is traffic that either is originated by or billed by AFS, involves a company other than AFS, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 3.18.3 Once AFS is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via NICS.
- 3.18.4 BellSouth will receive the monthly NICS reports from Telcordia on behalf of AFS. BellSouth will distribute copies of these reports to AFS on a monthly basis.
- 3.18.5 BellSouth will receive the monthly CATS reports from Telcordia on behalf of AFS. BellSouth will distribute copies of these reports to AFS on a monthly basis.
- 3.18.6 BellSouth will collect the revenue earned by AFS from the Bell operating company in whose territory the messages are billed via CATS, less a per message billing and collection fee of five cents (\$0.05), on behalf of AFS. BellSouth will remit the revenue billed by AFS to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf of AFS. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to AFS via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 3.18.7 BellSouth will collect the revenue earned by AFS within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of AFS. BellSouth will remit the revenue billed by AFS within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to AFS via a monthly CABS miscellaneous bill.
- 3.18.8 BellSouth and AFS agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

4. OPTIONAL DAILY USAGE FILE

- 4.1 Upon written request from AFS, BellSouth will provide the Optional Daily Usage File (ODUF) service to AFS pursuant to the terms and conditions set forth in this section.
- 4.2 AFS shall furnish all relevant information required by BellSouth for the provision of ODUF.
- 4.3 The ODUF feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to an AFS customer.
- 4.4 Charges for ODUF will appear on AFS' monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. AFS will be billed at the ODUF rates that are in effect at the end of the previous month.
- 4.5 The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 4.6 Messages that error in the billing system of AFS will be the responsibility of AFS. If, however, AFS should encounter significant volumes of errored messages that prevent processing by AFS within its systems, BellSouth will work with AFS to determine the source of the errors and the appropriate resolution.
- 4.7 The following specifications shall apply to the ODUF feed.
 - 4.7.1 ODUF Messages to be Transmitted
 - 4.7.1.1 The following messages recorded by BellSouth will be transmitted to AFS:
 - 4.7.1.1.1 Message recording for per use/per activation type services (examples:
Three -Way Calling, Verify, Interrupt, Call Return, etc.)
 - 4.7.1.1.2 Measured billable Local
 - 4.7.1.1.3 Directory Assistance messages
 - 4.7.1.1.4 IntraLATA Toll
 - 4.7.1.1.5 WATS and 800 Service
 - 4.7.1.1.6 N11
 - 4.7.1.1.7 Information Service Provider Messages
 - 4.7.1.1.8 Operator Services Messages
 - 4.7.1.1.9 Operator Services Message Attempted Calls (Network Element only)
 - 4.7.1.1.10 Credit/Cancel Records
 - 4.7.1.1.11 Usage for Voice Mail Message Service
 - 4.7.1.2 Rated Incollects (messages BellSouth receives from other revenue accounting offices) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

- 4.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to AFS.
- 4.7.1.4 In the event that AFS detects a duplicate on ODUF they receive from BellSouth, AFS will drop the duplicate message and will not return the duplicate to BellSouth.
- 4.7.2 ODUF Physical File Characteristics
 - 4.7.2.1 ODUF will be distributed to AFS via CONNECT:Direct, CONNECT:Enterprise Client or another mutually agreed medium. The ODUF feed will be a variable block format (2476) with a Logical Record Link (LRECL) of 2472. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
 - 4.7.2.2 Data circuits (private line or dial-up) will be required between BellSouth and AFS for the purpose of data transmission as set forth in Section 3.10.1 above.
 - 4.7.2.3 If AFS utilizes CONNECT:Enterprise Client for data file transmission, purchase of the CONNECT:Enterprise Client software will be the responsibility of AFS.
- 4.7.3 ODUF Packing Specifications
 - 4.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
 - 4.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to AFS which BellSouth RAO is sending the message. BellSouth and AFS will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by AFS and resend the data as appropriate.
The data will be packed using ATIS EMI records.
- 4.7.4 ODUF Pack Rejection
 - 4.7.4.1 AFS will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. AFS will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to AFS by BellSouth.

4.7.5 ODUF Control Data

4.7.5.1 AFS will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate AFS' receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by AFS for reasons stated in the above section.

4.7.6 ODUF Testing

4.7.6.1 Upon request from AFS, BellSouth shall send ODUF test files to AFS. The Parties agree to review and discuss the ODUF content and/or format. For testing of usage results, BellSouth shall request that AFS set up a production (live) file. The live test may consist of AFS' employees making test calls for the types of services AFS requests on ODUF. These test calls are logged by AFS, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

5. ACCESS DAILY USAGE FILE

5.1 Upon written request from AFS, BellSouth will provide the Access Daily Usage File (ADUF) service to AFS pursuant to the terms and conditions set forth in this section.

5.2 AFS shall furnish all relevant information required by BellSouth for the provision of ADUF.

5.3 ADUF will contain access messages associated with a port that AFS has purchased from BellSouth

5.4 Charges for ADUF will appear on AFS' monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. AFS will be billed at the ADUF rates that are in effect at the end of the previous month.

5.5 Messages that error in the billing system of AFS will be the responsibility of AFS. If, however, AFS should encounter significant volumes of errored messages that prevent processing by AFS within its systems, BellSouth will work with AFS to determine the source of the errors and the appropriate resolution.

5.6 ADUF Messages To Be Transmitted

5.6.1 The following messages recorded by BellSouth will be transmitted to AFS:

5.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.

- 5.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.
- 5.6.2 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to AFS.
- 5.6.3 In the event that AFS detects a duplicate on ADUF they receive from BellSouth, AFS will drop the duplicate message and will not return the duplicate to BellSouth.
- 5.6.4 ADUF Physical File Characteristics
 - 5.6.4.1 ADUF will be distributed to AFS via CONNECT:Direct, CONNECT:Enterprise Client or another mutually agreed medium. The ADUF feed will be a fixed block format (2476) with an LRECL of 2472. The data on the ADUF feed will be in a non-compacted EMI format (210 byte). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
 - 5.6.4.2 Data circuits (private line or dial-up) will be required between BellSouth and AFS for the purpose of data transmission as set forth in Section 3.10.1 above.
 - 5.6.4.3 If AFS utilizes CONNECT:Enterprise Client for data file transmission, purchase of the CONNECT:Enterprise Client software will be the responsibility of AFS.
- 5.6.5 ADUF Packing Specifications
 - 5.6.5.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
 - 5.6.5.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to AFS which BellSouth RAO is sending the message. BellSouth and AFS will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by AFS and resend the data as appropriate.

The data will be packed using ATIS EMI records.
- 5.6.6 ADUF Pack Rejection
 - 5.6.6.1 AFS will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. AFS will not be required to return the actual

rejected data to BellSouth. Rejected packs will be corrected and retransmitted to AFS by BellSouth.

5.6.7 ADUF Control Data

5.6.7.1 AFS will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate AFS' receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by AFS for reasons stated in the above section.

5.6.8 ADUF Testing

5.6.8.1 Upon request from AFS, BellSouth shall send a test file of generic data to AFS via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

6. ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)

6.1 Upon written request from AFS, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to AFS pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

6.2 AFS shall furnish all relevant information required by BellSouth for the provision of EODUF.

6.3 EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

6.4 Charges for delivery of EODUF will appear on AFS' monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. AFS will be billed at the EODUF rates that are in effect at the end of the previous month.

6.5 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

6.6 Messages that error in the billing system of AFS will be the responsibility of AFS. If, however, AFS should encounter significant volumes of errored messages that prevent processing by AFS within its systems, BellSouth will work with AFS to determine the source of the errors and the appropriate resolution.

6.7 The following specifications shall apply to the EODUF feed.

6.7.1 Usage To Be Transmitted

- 6.7.1.1 Customer usage data for flat rated local call originating from AFS' End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:
 - 6.7.1.1.1 Date of Call
 - 6.7.1.1.2 From Number
 - 6.7.1.1.3 To Number
 - 6.7.1.1.4 Connect Time
 - 6.7.1.1.5 Conversation Time
 - 6.7.1.1.6 Method of Recording
 - 6.7.1.1.7 From RAO
 - 6.7.1.1.8 Rate Class
 - 6.7.1.1.9 Message Type
 - 6.7.1.1.10 Billing Indicators
 - 6.7.1.1.11 Bill to Number
- 6.7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to ODUF. Any duplicate messages detected will be deleted and not sent to AFS.
- 6.7.1.3 In the event that AFS detects a duplicate on EODUF they receive from BellSouth, AFS will drop the duplicate message (AFS will not return the duplicate to BellSouth).
- 6.7.2 Physical File Characteristics
 - 6.7.2.1 The EODUF feed will be distributed to AFS over their existing ODUF feed. EODUF messages will be intermingled among AFS' ODUF messages. EODUF will be a variable block format (2476) with an LRECL of 2472. The data on EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).
 - 6.7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and AFS for the purpose of data transmission. Where a dedicated line is required, AFS will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. AFS will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to AFS. Additionally, all message toll charges associated with the use of the dial circuit by AFS will be the responsibility of AFS. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on AFS' end for the purpose of data transmission will be the responsibility of AFS.
- 6.7.3 Packing Specifications

- 6.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 6.7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to AFS which BellSouth RAO is sending the message. BellSouth and AFS will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by AFS and resend the data as appropriate.
- 6.7.3.3 The data will be packed using ATIS EMI records.

ODUF/ADUF/EODUF/CMD5 - Florida													Attachment: 7		Exhibit: A			
CATEGORY		RATE ELEMENTS				Inter m	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
														OSS Rates(\$)				
										Rec	Nonrecurring		Nonrecurring D		SOME C	SOMAN	SOMAN	SOMAN
											First	Add'l	First	Add'l				
ODUF/ADUF/OEDUF/CMD5																		
	ACCESS DAILY USAGE FILE (ADUF)																	
		ADUF: Message Processing, per message							N/A	0.001656								
		ADUF: Data Transmission (CONNECT:DIRECT), per message							N/A	0.0001245								
	OPTIONAL DAILY USAGE FILE (ODUF)																	
		ODUF: Recording, per message							N/A	0.0000071								
		ODUF: Message Processing, per message							N/A	0.002146								
		ODUF: Message Processing, per Magnetic Tape provisioned							N/A	35.91								
		ODUF: Data Transmission (CONNECT:DIRECT), per message							N/A	0.00010375								
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMD5)																	
		CMD5: Message Processing, per message							N/A	0.004								
		CMD5: Data Transmission (CONNECT:DIRECT), per message							N/A	0.001								
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																	
		EODUF: Message Processing, per message							N/A	0.080698								
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																		

ODUF/ADUF/EODUF/CMD5 - North Carolina													Attachment: 7		Exhibit: A					
CATEGORY		RATE ELEMENTS				Inter m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
										Rec	Nonrecurring		Nonrecurring D		OSS Rates(\$)					
											First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/OEDUF/CMD5																				
		ACCESS DAILY USAGE FILE (ADUF)																		
		ADUF: Message Processing, per message							N/A	0.01435										
		ADUF: Data Transmission (CONNECT:DIRECT), per message							N/A	0.0001277										
		OPTIONAL DAILY USAGE FILE (ODUF)																		
		ODUF: Recording, per message							N/A	0.0003										
		ODUF: Message Processing, per message							N/A	0.0032										
		ODUF: Message Processing, per Magnetic Tape provisioned							N/A	54.61										
		ODUF: Data Transmission (CONNECT:DIRECT), per message							N/A	0.00004										
		CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMD5)																		
		CMD5: Message Processing, per message							N/A	0.004										
		CMD5: Data Transmission (CONNECT:DIRECT), per message							N/A	0.001										
		ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																		
		EODUF: Message Processing, per message							N/A	0.2285406										
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																				

ODUF/ADUF/EODUF/CMD5 - Tennessee													Attachment: 7		Exhibit: A			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Rec	Nonrecurring		Nonrecurring D		OSS Rates(\$)			
											First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN
ODUF/ADUF/OEDUF/CMD5																		
	ACCESS DAILY USAGE FILE (ADUF)																	
	ADUF: Message Processing, per message								N/A	0.004								
	ADUF: Data Transmission (CONNECT:DIRECT), per message								N/A	0.001								
	OPTIONAL DAILY USAGE FILE (ODUF)																	
	ODUF: Recording, per message								N/A	0.0000044								
	ODUF: Message Processing, per message								N/A	0.0027366								
	ODUF: Message Processing, per Magnetic Tape provisioned								N/A	52.75								
	ODUF: Data Transmission (CONNECT:DIRECT), per message								N/A	0.0000339								
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMD5)																	
	CMD5: Message Processing, per message								N/A	0.004								
	CMD5: Data Transmission (CONNECT:DIRECT), per message								N/A	0.001								
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																	
	EODUF: Message Processing, per message								N/A	0.004								
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																		

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

ATTACHMENT 9

PERFORMANCE MEASUREMENTS

PERFORMANCE MEASUREMENTS

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission. Performance Measurements that have been Ordered in a particular state can currently be accessed via the internet at <https://pmap.bellsouth.com>. At the request of the Tennessee Regulatory Authority (TRA), the following Regional Service Quality Measurements (SQM) plan is being included as the performance measurements currently in place for the state of Tennessee. At such time that the TRA issues an Order pertaining to Performance Measurements, such Performance Measurements shall supersede the Regional SQM contained in the Agreement.

BellSouth Service Quality Measurement Plan (SQM)

Region Performance Metrics

**Measurement Descriptions
Version 0.06**

Issue Date: June 4, 2002

Introduction

The BellSouth Service Quality Measurement Plan (SQM) describes in detail the measurements produced to evaluate the quality of service delivered to BellSouth's customers both wholesale and retail. The SQM was developed to respond to the requirements of the Communications Act of 1996 Section 251 (96 Act) which required BellSouth to provide non-discriminatory access to Competitive Local Exchange Carriers (CLEC)¹ and its Retail Customers. The reports produced by the SQM provide regulators, CLECs and BellSouth the information necessary to monitor the delivery of non-discriminatory access.

This plan results from the many divergent forces evolving from the 96 Act. The 96 Act, the Georgia Public Service Commission (GPSC) Order (Docket 7892-U 12/30/97), LCUG 1-7.0, the FCC's NPRM (CC Docket 98-56 RM9101 04/17/98), the Louisiana Public Service Commission (LPSC) Order (Docket U-22252 Subdocket C 04/19/98), numerous arbitration cases, LPSC sponsored collaborative workshops (10/98-02/00), and proceedings in Alabama, Mississippi, and North Carolina have and continue to influence the SQM.

The SQM and the reports flowing from it must change to reflect the dynamic requirements of the industry. New measurements are added as new products, systems, and processes are developed and fielded. New products and services are added as the markets for them develop and the processes stabilize. The measurements are also changed to reflect changes in systems, correct errors, and respond to both 3rd Party audit requirements and Commission requirements.

This document is intended for use by someone with knowledge of telecommunications industry, information technologies and a functional knowledge of the subject areas covered by the BellSouth Performance Measurements and the reports that flow from them.

Once it is approved, the most current copy of this document can be found on the web at URL: <https://pmap.bellsouth.com> in the Documentation Downloads folder.

Report Publication Dates

Each month, preliminary SQM reports will be posted to BellSouth's SQM web site (<https://www.pmap.bellsouth.com>) by 8:00 A.M. EST on the 21st day of each month or the first business day after the 21st. Final validated SQM reports will be posted by 8:00 A.M. on the last day of the month. Reports not posted by this time will be considered late for SEEM payment purposes. SEEM reports will be posted on the 15th of the following month. Payments due will also be paid on the 15th of the following month. For instance: May data will be posted in preliminary SQM reports on June 21. Final validated SQM reports will be posted on the last day of June. Final validated SEEM reports will be posted and payments mailed on July 15th. In the event the 15th falls on a weekend or holiday, reports and payments will be posted/made the next business day.

¹ *Alternative Local Exchange Companies (ALEC) and Competing Local Providers (CLP) are referred to as Competitive Local Exchange Carriers (CLEC) in this document.*

Report Delivery Methods

CLEC SQM and SEEM reports will be considered delivered when posted to the web site. Commissions will be given access to the web site. In addition, a copy of the Monthly State Summary reports will be filed with the appropriate Commissions as soon as possible after the last day of each month.

Document Number: RGN-V005-122101

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Section 1: Operations Support Systems (OSS)

OSS-1: Average Response Time and Response Interval (Pre-Ordering/Ordering)

Definition

Average response time and response intervals are the average times and number of requests responded to within certain intervals for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone numbers (TNs), and Customer Service Records (CSRs).

Exclusions

None

Business Rules

The average response time for retrieving pre-order/order information from a given legacy system is determined by summing the response times for all requests submitted to the legacy systems during the reporting period and dividing by the total number of legacy system requests for that month.

The response interval starts when the client application (LENS or TAG for CLECs and RNS or ROS for BellSouth) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of accesses to the legacy systems during the reporting period which take less than 2.3 seconds, the number of accesses which take more than 6 seconds, and the number which are less than or equal to 6.3 seconds are also captured.

Calculation

Response Time = (a - b)

- a = Date & Time of Legacy Response
- b = Date & Time of Legacy Request

Average Response Time = c / d

- c = Sum of Response Times
- d = Number of Legacy Requests During the Reporting Period

Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Legacy Contract (per reporting dimension) • Response Interval • Regional Scope 	<ul style="list-style-type: none"> • Report Month • Legacy Contract (per reporting dimension) • Response Interval • Regional Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • RSAG – Address (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system. • RSAG – TN (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. 	

<p>CLECs and BellSouth query this legacy system.</p> <ul style="list-style-type: none"> • ATLAS (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system. • COFFI (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system. • DSAP (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system. • HAL/CRIS (Hands-Off Assignment Logic/Customer Record Information System) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows BellSouth servers, including LENS, access to legacy systems. CLECs query this legacy system. • P/SIMS (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system. • OASIS (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system. 	
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Table 1: Legacy System Access Times For RNS

System	Contract	Data	< 2.3 sec.	> 6 sec.	<= 6.3 sec.	Avg. Sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSACCTS	CSR	x	x	x	x	x
OASIS	OASISCAR	Feature/Service	x	x	x	x	x
OASIS	OASISLPC	Feature/Service	x	x	x	x	x
OASIS	OASISMTN	Feature/Service	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

Table 2: Legacy System Access Times For R0S

System	Contract	Data	< 2.3 sec.	> 6 sec.	<= 6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSOCSR	CSR	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

Table 3: Legacy System Access Times For LENS

System	Contract	Data	< 2.3 sec.	> 6 sec.	<6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
HAL	HAL/CRIS	CSR	x	x	x	x	x
COFFI	COFFI/USOC	Feature/Service	x	x	x	x	x
P/SIMS	PSIMS/ORB	Feature/Service	x	x	x	x	x

Table 4: Legacy System Access Times For TAG

System	Contract	Data	< 2.3 sec.	> 6 sec.	<6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
ATLAS	ATLAS-MLH	TN	x	x	x	x	x
ATLAS	ATLAS-DID	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSECSRL	CSR	x	x	x	x	x
CRIS	CRSECSR	CSR	x	x	x	x	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

Note: CLEC specific data is not available in this measure. Queries of this sort do not have company specific signatures.

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • RSAG – Address (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system. • RSAG – TN (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system. • ATLAS (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system. • COFFI (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system. • DSAP (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system. • HAL/CRIS (Hands-Off Assignment Logic/Customer Record Information System) – a system used to access the 	<ul style="list-style-type: none"> • Percent Response Received within 6.3 seconds: > 95% • Parity + 2 seconds

<p>Business Office Customer Record Information System (BOCRIS). It allows BellSouth servers, including LENS, access to legacy systems. CLECs query this legacy system.</p> <ul style="list-style-type: none"> • P/SIMS (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system. • OASIS (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system. 	
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SEEM OSS Legacy Systems

System	BellSouth	CLEC
Telephone Number/Address		
RSAG-ADDR	RNS, ROS	TAG, LENS
RSAG-TN	RNS, ROS	TAG, LENS
ATLAS	RNS,ROS	TAG, LENS
Appointment Scheduling		
DSAP	RNS, ROS	TAG, LENS
CSR Data		
CRSACCTS	RNS	
CRSOCSR	ROS	
HAL/CRIS		LENS
CRSECSRL		TAG
CRSECSR		TAG
Service/Feature Availability		
OASISBIG	RNS, ROS	
PSIMS/ORB		LENS

OSS-2: Interface Availability (Pre-Ordering/Ordering)

Definition

Percent of time applications are functionally available as compared to scheduled availability. Calculations are based upon availability of applications and interfacing applications utilized by CLECs for pre-ordering and ordering. "Functional Availability" is defined as the number of hours in the reporting period that the applications/interfaces are available to users. "Scheduled Availability" is defined as the number of hours in the reporting period that the applications/interfaces are scheduled to be available.

Scheduled availability is posted on the Interconnection web site: (www.interconnection.bellsouth.com/oss/oss_hour.html)

Exclusions

- CLEC-impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service, e.g., slow response time, loss of non-critical functionality, etc.

Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full outages are included in the calculations for this measure. Full outages are defined as occurrences of either of the following:

- Application/interfacing application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BST entities are given comparable opportunities for use of pre-ordering and ordering systems.

Calculation

Interface Availability (Pre-Ordering/Ordering) = (a / b) X 100

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Legacy Contract Type (per reporting dimension) • Regional Scope • Hours of Downtime 	<ul style="list-style-type: none"> • Report Month • Legacy Contract Type (per reporting dimension) • Regional Scope • Hours of Downtime

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Regional Level 	<ul style="list-style-type: none"> • >= 99.5%

OSS Interface Availability

Application	Applicable to	% Availability
EDI	CLEC	x
TAG	CLEC	x
LENS	CLEC	x
LEO	CLEC	x
LESOG	CLEC	x
LNP Gateway	CLEC	x
COG	CLEC	Under Development
SOG	CLEC	Under Development
DOM	CLEC	Under Development
DOE	CLEC/BellSouth	x
SONGS	CLEC/BellSouth	x
ATLAS/COFFI	CLEC/BellSouth	x
BOCRIS	CLEC/BellSouth	x
DSAP	CLEC/BellSouth	x
RSAG	CLEC/BellSouth	x
SOCS	CLEC/BellSouth	x
CRIS	CLEC/BellSouth	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• >= 99.5%

SEEM OSS Interface Availability

Application	Applicable to	% Availability
EDI	CLEC	x
HAL	CLEC	x
LENS	CLEC	x
LEO Mainframe	CLEC	x
LESOG	CLEC	x
PSIMS	CLEC	x
TAG	CLEC	x

OSS-3: Interface Availability (Maintenance & Repair)

Definition

Percent of time applications are functionally available as compared to scheduled availability. Calculations are based upon availability of applications and interfacing applications utilized by CLECs for maintenance and repair. "Functional Availability" is defined as the number of hours in the reporting period that the applications/interfaces are available to users. "Scheduled Availability" is defined as the number of hours in the reporting period that the applications/interfaces are scheduled to be available.

Scheduled availability is posted on the Interconnection web site: (www.interconnection.bellsouth.com/oss/oss_hour.html)

Exclusions

- CLEC-impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service, e.g., slow response time, loss of non-critical functionality, etc.

Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full outages are included in the calculations for this measure. Full outages are defined as occurrences of either of the following:

- Application/interfacing application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BST entities are given comparable opportunities for use of maintenance and repair systems.

Calculation

OSS Interface Availability $(a / b) \times 100$

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Availability of CLEC TAFI • Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCEM • ECTA 	<ul style="list-style-type: none"> • Availability of BellSouth TAFI • Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCEM

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Regional Level 	<ul style="list-style-type: none"> • $\geq 99.5\%$

OSS Interface Availability (M&R)

OSS Interface	% Availability
BST TAFI	x
CLEC TAFI	x
CLEC ECTA	x
BellSouth & CLEC	x
CRIS	x
LMOS HOST	x
LNP	x
MARCH	x
OSPCM	x
PREDICTOR	x
SOCS	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• >= 99.5%

OSS Interface Availability (M&R)

OSS Interface	% Availability
CLEC TAFI	x
CLEC ECTA	x

OSS-4: Response Interval (Maintenance & Repair)

Definition

The response intervals are determined by subtracting the time a request is received on the BellSouth side of the interface from the time the response is received from the legacy system. Percentages of requests falling into each interval category are reported, along with the actual number of requests falling into those categories.

Exclusions

None

Business Rules

This measure is designed to monitor the time required for the CLEC and BellSouth interface system to obtain from BellSouth's legacy systems the information required to handle maintenance and repair functions. The clock starts on the date and time when the request is received on the BellSouth side of the interface and the clock stops when the response has been transmitted through that same point to the requester.

Note: The OSS Response Interval BellSouth Total Report is a combination of BellSouth Residence and Business Total.

Calculation

OSS Response Interval = (a - b)

- a = Query Response Date and Time
- b = Query Request Date and Time

Percent Response Interval (per category) = (c / d) X 100

- c = Number of Response Intervals in category "X"
- d = Number of Queries Submitted in the Reporting Period

where, "X" is <= 4, > 4 <= 10, <= 10, > 10, or > 30 seconds.

Report Structure

- Not CLEC Specific
- Not product/service specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• CLEC Transaction Intervals	• BellSouth Business and Residential Transactions Intervals

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Regional Level	• Parity

Legacy System Access Times for M&R

System	BellSouth & CLEC	Count				
		<= 4	> 4 <= 10	<= 10	> 10	> 30
CRIS	x	x	x	x	x	x
DLETH	x	x	x	x	x	x
DLR	x	x	x	x	x	x
LMOS	x	x	x	x	x	x
LMOSupd	x	x	x	x	x	x
LNP	x	x	x	x	x	x
MARCH	x	x	x	x	x	x
OSPCM	x	x	x	x	x	x
Predictor	x	x	x	x	x	x
SOCS	x	x	x	x	x	x
NIW	x	x	x	x	x	x

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

PO-1: Loop Makeup - Response Time – Manual

Definition

This report measures the average interval and percent within the interval from the submission of a Manual Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

Exclusions

- Inquiries, which are submitted electronically.
- Designated Holidays are excluded from the interval calculation.
- Weekend hours from 5:00PM Friday until 8:00AM Monday are excluded from the interval calculation.
- Canceled Inquiries.

Business Rules

The CLEC Manual Loop Makeup Service Inquiry (LMUSI) process includes inquiries submitted via mail or FAX to BellSouth's Complex Resale Support Group (CRSG).

This measurement combines three intervals:

1. From receipt of the Service Inquiry for Loop Makeup to hand off to the Service Advocacy Center (SAC) for "Look-up."
2. From SAC start date to SAC complete date.
3. From SAC complete date to date the Complex Resale Support Group (CRSG) distributes loop makeup information back to the CLEC.

The "Receive Date" is defined as the date the Manual LMUSI is received by the CRSG. It is counted as day Zero. LMU "Return Date" is defined as the date the LMU information is sent back to the CLEC from BellSouth. The interval calculation is reset to Zero when a CLEC initiated change occurs on the Manual LMU request.

Note: The Loop Make Up Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC.

Calculation

Response Interval = (a - b)

- a = Date and Time LMUSI returned to CLEC
- b = Date and Time the LMUSI is received

Average Interval = (c / d)

- c = Sum of all Response Intervals
- d = Total Number of LMUSIs received within the reporting period

Percent within interval = (e / f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - State
 - Region
- Interval for manual LMUs:
 - 0 – <= 1 day
 - >1 – <= 2 days
 - >2 – <= 3 days
 - 0 - <= 3 days
 - >3 – <= 6 days
 - >6 – <= 10 days
 - > 10 days
- Average Interval in days

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Total Number of Inquiries • SI Intervals • State and Region 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Loops 	Benchmark <ul style="list-style-type: none"> • 95% <= 3 Business Days

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Loops 	Benchmark <ul style="list-style-type: none"> • 95% <= 3 Business Days

PO-2: Loop Make Up - Response Time - Electronic

Definition

This report measures the average interval and the percent within the interval from the electronic submission of a Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

Exclusions

- Manually submitted inquiries.
- Designated Holidays are excluded from the interval calculation.
- Canceled Requests.
- Scheduled OSS Maintenance.

Business Rules

The response interval starts when the CLEC's Mechanized Loop Makeup Service Inquiry (LMUSI) is submitted electronically through the Operational Support Systems interface, LENS, TAG or RoboTAG. It ends when BellSouth's Loop Facility Assignment and Control System (LFACS) responds electronically to the CLEC with the requested Loop Makeup data via LENS, TAG or RoboTAG Interfaces.

Note: The Loop Make Up Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC. EDI is not a pre-ordering system, and, therefore, is not applicable in this measure.

Calculation

Response Interval = (a - b)

- a = Date and Time LMUSI returned to CLEC
- b = Date and Time the LMUSI is received

Average Interval = (c / d)

- c = Sum of all response intervals
- d = Total Number of LMUSIs received within the reporting period

Percent within interval = (e / f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - State
 - Region
- Interval for electronic LMUs:
 - 0 – <= 1 minute
 - >1 – <= 5 minutes
 - 0 - <= 5 minutes
 - > 5 – <= 8 minutes
 - > 8 – <= 15 minutes
 - > 15 minutes
- Average Interval in minutes

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month	• Not Applicable